

**PB# 96-9**

**PENNINGS SD**

**54-1-3.1**

96 - 9 Penning Subdivision (5 Lots)  
Lake Rd. (Pfau)

Approved 2/25/97

Wilson Jones • Carbonless • S1642-4WCL Duplicate • S1644-4WCL Triplicate

MADE IN U.S.A.  
© Wilson Jones, 1989

DATE March 21, 1996 RECEIPT 96-9 NUMBER  
RECEIVED FROM Pennings Enterprises  
Address Box 32 Rt. 94 - Salisbury Mills, N.Y. 12577  
Six Hundred 00/100 DOLLARS \$ 600.00  
FOR Four lots @ 150.00 ea (Escrow)

ACCOUNT		HOW PAID	
BEGINNING BALANCE	600 00	CASH	
AMOUNT PAID	600 00	CHECK	
BALANCE DUE	- 0 -	MONEY ORDER	

J. Zappala  
BY Muna Mason, Sec. to the P.B.

TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12550

## GENERAL RECEIPT

15089

Received of Amel Motors, Inc. \$ 100.00  
One Hundred 00/100 DOLLARS  
For Planning Board #96-9

### DISTRIBUTION

FUND	CODE	AMOUNT
Cr # 32283		75.00
Cr # 32292		25.00
		100.00

By Dorothy H Hansen  
Town Clerk

Wilson Jones • Carbonless • S1642-4WCL Duplicate • S1644-4WCL Triplicate

MADE IN U.S.A.  
© Wilson Jones, 1989

DATE February 25, 1997 RECEIPT 96-9 NUMBER  
RECEIVED FROM Ferry Van Laanen  
Address Beattie Rd. - Rock Tavern, N.Y.  
Three Thousand Six Hundred forty 00/100 DOLLARS \$ 3640.00  
FOR 4% of \$91,000.00 Cost Estimate.

ACCOUNT		HOW PAID	
BEGINNING BALANCE	3640 00	CASH	
AMOUNT PAID	3640 00	CHECK	#1134
BALANCE DUE	- 0 -	MONEY ORDER	

J. Zappala  
BY Muna Mason, Secretary

DATE February 25, 1997 RECEIPT 96-9 NUMBER

BALANCE	600.00	CASH	
AMOUNT PAID	600.00	CHECK	
BALANCE DUE	0	MONEY ORDER	

*J. Zappolo*  
BY *Mina Mason, Sec. to the P.B.*

**TOWN OF NEW WINDSOR**  
555 Union Avenue  
New Windsor, NY 12550

## GENERAL RECEIPT

15089

March 22 1996

Received of Arkel Motors, Inc. \$ 100.00

One Hundred 00/100 DOLLARS

For Planning Board # 96-9

## DISTRIBUTION

FUND	CODE	AMOUNT
Cr # 32283		75.00
Cr # 32292		25.00
		100.00

By Dorothy H Hansen

Town Clerk

Wilson Jones • Carbonless • S1642-4W/CL Duplicate • S1644-4W/CL Triplicate

MADE IN U.S.A.

© Wilson Jones, 1989

DATE February 25, 1997 RECEIPT NUMBER 96-9

RECEIVED FROM Harry Van Leeuwen

Address Beattie Rd. - Rock Tavern, N.Y.

Three Thousand Six Hundred forty 00/100 DOLLARS \$ 3640.00

FOR 4% of \$91,000.00 Cost Estimate.

ACCOUNT			HOW PAID		
BEGINNING BALANCE	3640	00	CASH		
AMOUNT PAID	3640	00	CHECK	#1134	
BALANCE DUE	-0-		MONEY ORDER		

*J. Zappolo*  
BY *Mina Mason, Secretary*

OS • Carbonless • S1642-4W/CL Duplicate • S1644-4W/CL Triplicate

DATE February 25, 1997 RECEIPT NUMBER 96-9

RECEIVED FROM Harry Van Leeuwen

Address Beattie Rd. - Rock Tavern, N.Y.

One Thousand Five Hundred 00/100 DOLLARS \$ 1,500.00

FOR 3 Lots Recreation Fee @ \$500.00 ea

ACCOUNT			HOW PAID		
BEGINNING BALANCE	1500	00	CASH		

*A Zappolo*

**TOWN OF NEW WINDSOR**  
555 Union Avenue  
New Windsor, NY 12553

## General Receipt

10157

Feb 25 1997

Received from Harry Van Leeuwen \$ 370.00

Three Hundred seventy 00/100 DOLLARS

For P.B. # 96-9

## DISTRIBUTION:

FUND	CODE	AMOUNT
Cr # 1132		370.00

By Dorothy H. Hansen

Town Clerk

TITLE

Map Number 39-97 City ☐ 96'9  
Section 54 Block 1 Lot 501 Town ☒ New Windsor  
Village ☐

Title: Pennings'

Dated: Apr 4, 1996 Filed: Feb 56, 1997

Approved by: Stent, Edward

on: Feb 25, 1997

Record Owner: Pennings, Edward & Frederick  
Van Leeuwen, Hank - Gouse  
**JOAN A. MACCHI**  
Orange County Clerk

2 Sheets

## Phase I

1/15/97 ( 91,000.00 : 10% )

\$3,640.00 Inspect. fee

1/17/97 Reduced to 33,000.00

2/2/00 " " 14,400.00 Received + filed 3/1/00

## Phase II

2/2/00 ( 76,066.66 ) 10%

2/2/00 Reduced to 14,056.00 Received + filed 3/1/00

11/15/01 Road Dedicated

\$16,707.00  
Maint. honor.



**McGOEY, HAUSER and EDSALL**  
**CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
JAMES M. FARR, P.E.

Licensed in NEW YORK, NEW JERSEY  
and PENNSYLVANIA

- ☐ **Main Office**  
45 Quassaick Ave (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640  
e-mail: mheny@att.net
- ☐ **Regional Office**  
507 Broad Street  
Millford, Pennsylvania 18337  
(570) 296-2765  
e-mail: mhepa@ptd.net

### **MEMORANDUM**

**TO: PHIL CROTTY, ESQ., ATTORNEY FOR THE TOWN**

**FROM: MARK J. EDSALL, P.E., ENGINEER FOR THE TOWN**

**SUBJECT: DEDICATION OF DUTCHMAN DRIVE**

I was contacted by Hank VanLeeuwen and Myra with regard to the subject subdivision road dedication. I reviewed the resolution dated 11-7-01 from the Town Board.

There appears to be an error in the resolution. Under number 6, the bonds are being identified as Performance Bonds. As you know, to dedicate, the work must be done and a Performance Bond is no longer appropriate. At the time of dedication, a maintenance bond is submitted. It is set as 10% of the total original bond amount. For Dutchman Drive, this would be \$16,707 (as a total for both Phases I and II).

The bond should expire a minimum of 12 months after the dedication. This would be November 2002. The bonds referenced in the Town Board resolution have expirations in February 2002, which is inadequate.

Please advise if the above can be corrected with Hank VanLeeuwen, or if you need anything further from our office.

cc: *WJB*  
*John Mc.*

**RE: DEDICATION OF ROADS - DUTCHMAN DRIVE  
PENNING'S (VAN LEEUWEN) SUBDIVISION (54-1-76)**

**MOTION BY COUNCILWOMAN TOWNSEND**

**SECONDED BY COUNCILWOMAN WEYANT**

**That the Town Board of the Town of New Windsor accept the roadway herein known as DUTCHMAN DRIVE in the PENNING'S SUBDIVISION in the Town of New Windsor as a public roadway in the Town of New Windsor and incident to such dedication:**

- (1) File an Order of the Town Highway Superintendent;**
- (2) Accept an Irrevocable Offer of Dedication of DUTCHMAN DRIVE, comprising 1.20 +/- acres, plus drainage easements adjacent to the road;**
- (3) Authorize the execution of a Town Board Consent instrument with the consent of the Engineer for the Town affixed thereto;**
- (4) Accept the following Deeds dated the 9th day of November, 2001:**
  - 1. FREDERICK PENNING'S, HANK VAN LEEUWEN and LOUIS VAN LEEUWEN to the TOWN OF NEW WINDSOR; and**
  - 2. JOHANNA MARIA PENNING'S aka YOKA MARIA PENNING'S, as Executrix and Co-Trustee and FERDINAND PENNING'S aka FREDERICK PENNING'S under Last Will and Testament of ADRIANUS CORNELUS PENNING'S aka EDWARD PENNING'S to TOWN OF NEW WINDSOR,**

**which deeds shall be without liens and with taxes paid, and accepted by the Town Board, executed by the Supervisor and returned to the Attorney's Office for recording in the Orange County Clerk's Office, which deed provides for the conveyance of Dutchman Drive;**
- (5) Accept a Certificate of Title dated October 20, 2001 from Hardenburgh Abstract Company of Orange County, Inc. #RD-33-30204 in the sum of TEN THOUSAND (\$10,000) DOLLARS naming the Town of New Windsor as party insured;**
- (6) Accept a Performance Bond No. NEIFSUO276554 in the amount of \$14,400, expiring on 02/01/02 for Phase I Pennings 4 lot major subdivision; and a Performance Bond No. NEIFSUO276553 in the amount of \$14,056 expiring on 02/01/02 for Phase II Pennings Subdivision, which sums represent 10% of the original Performance Bond as recommended by the Engineer for the Town. The Bonds will be held by the Town of New Windsor for a period of one (1) year;**
- (7) In consideration of the receipt of the Bond as aforesaid, the surety company is released from any liability under the subdivision or performance bond;**
- (8) The Engineer for the Town and Chief Information Technology Officer be directed to add the roadway to the Official Town Roadways Map.**

*16,707.00 Maint bond*



**(9) The above is subject to a closing to be held at the Office of the Attorney for the Town on November 15, 2001.**

**ROLL CALL: All ayes**

**MOTION CARRIED: 5-0**

**Town Board Agenda: 11/07/01.**

**cc: Engineer McGoe  
Chief McDonald**

**LEGAL DESCRIPTION  
FOR  
OFFER OF DEDICATION FOR  
DUTCHMAN DRIVE  
P&P No. 96134.01**

All that parcel of land, lying, situate and being in the Town of New Windsor, County of Orange, State of New York, and being more accurately described as follows:

BEGINNING at a point on the northwesterly side line of Lake Road, said point being a point in common with lands now or formerly Sladewski, Tax Map Section 54, Block 1, Lot 3.2 (Liber 2071, Page 895); thence from said point N70°11'32"W 509.52 feet to a point of curvature; thence along a curve to the right with a radius of 125.00 feet for an arc length of 157.59 feet to a point of tangency; thence N02°02'30"E 112.04 feet to a point of curvature; thence along a curve to the left with a radius of 35.00 feet for an arc length of 32.46 feet to a point of reverse curvature; thence along a curve to the right having a radius of 65.00 feet and an arc length of 324.74 feet to a point of reverse curvature; thence along a curve to the left with a radius of 35.00 feet for an arc length of 32.46 feet to a point of tangency; thence S02°02'30"W 112.04 feet to a point of curvature; thence along a curve to the left with a radius of 75.00 feet for an arc length of 94.55 feet to a point of tangency; thence 70°11'32"E 514.08 feet to a point, said point being on the northwesterly side line of the aforementioned Lake Road; thence along the northwesterly side line of said Lake Road on a curve, having a radius of 375.00 feet and an arc length of 50.25 feet to the point or place of beginning.

Containing 1.19± acres of land.

Subject to any rights, titles or interest by others to the property in and along Dutchman Drive right-of-way.

SPD/tmp  
dutchmandrive✓  
10-10-01

**LEGAL DESCRIPTION  
FOR  
VANLEEUEWEN/PENNINGS  
TWENTY FOOT WIDE DRAINAGE EASEMENT  
TO THE TOWN OF NEW WINDSOR  
P&P No. 96134.05**

All that parcel of land, lying, situate and being in the Town of New Windsor, County of Orange, State of New York, and being more accurately described as follows:

BEGINNING at a point on the westerly side line of Dutchman Drive, said point being a point in common with Lot No. 10 and being further referenced as being distant on a curve to the right with a radius of 125.00 feet and an arc length of 27.75 feet from a point in common with Lots No. 9 and 10 as shown on a map entitled "Pennings Major Subdivision Phase I and II", filed with the Orange County Clerk's Office on March 1, 2000 as Map No. 36-00; and running thence through Lot No. 10 N85°28'21"W 32.48 feet; thence N11°42'44"W 20.83 feet; thence S85°28'21"E 30.89 feet to a point in common with the westerly side line of Dutchman Drive; thence along said side line on a curve to the left with a radius of 125.00 feet and an arc length of 21.35 feet to the point or place of beginning.

Containing 627  $\pm$  s.f. of land.

MFC/tmp  
vanleeuwanpennings/  
10-30-01

**LEGAL DESCRIPTION  
FOR  
VANLEEUEWEN/PENNINGS  
TWENTY FOOT WIDE DRAINAGE EASEMENT  
TO THE TOWN OF NEW WINDSOR  
P&P No. 96134.05**

All that parcel of land, lying, situate and being in the Town of New Windsor, County of Orange, State of New York, and being more accurately described as follows:

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Containing 627  $\pm$  s.f. of land.

MFC/tmp  
vanleeuwanpennings/  
10-30-01

**LEGAL DESCRIPTION  
FOR  
VANLEEUEWEN/PENNINGS  
TWENTY FOOT WIDE DRAINAGE EASEMENT  
TO THE TOWN OF NEW WINDSOR  
P&P No. 96134.05**

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Containing 627  $\pm$  s.f. of land.

MFC/tmp  
vanleeuwenpennings/  
10-30-01

# FOLLOW UP

## TOWN OF NEW WINDSOR ENGINEER'S OFFICE

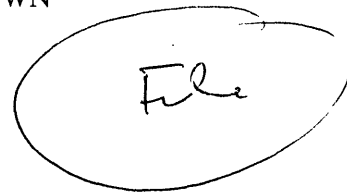
### MEMO

TO: PHILIP CROTTY, ATTORNEY FOR THE TOWN

FROM: RICHARD D. MC GOEY, P.E.,  
ENGINEER FOR THE TOWN

DATE: OCTOBER 11, 2001

SUBJECT: DUTCHMEN DRIVE DEDICATION



Dear Phil:

Pursuant to your request, the undersigned has reviewed the as-built drawing of the Pennings Subdivision, referred to as Dutchman Drive, last dated 31 January 2000. In line with our review we offer the following:

1. Although the catch basins have been shown, the storm drains connecting the catch basins, including the type and size of storm drains, have not been shown.
2. The right-of-way monuments along Dutchman Drive have not been shown on the as-built drawing.
3. The size and type of culvert under Dutchman Drive, at Lake Road, has not been detailed.
4. If concrete curbs exist, the concrete curbs should be shown and labeled, otherwise, if roadside swales have been constructed in lieu of curbing, the roadside swales should be detailed.
5. The legal description for the roadway does not include a description of the drainage easement.
6. We should verify whether the 50' wide access easement between lots 5 and 6, at the end of the cul-de-sac, is in favor of the Town of New Windsor to be used as an extension of

Dutchman Drive at some future date, or otherwise, if this is to be privately owned as part of Lot #5 or #6. This should be on record with the Planning Board. If the easement is a town easement, this should also contain metes and bounds and should be provided in the legal description.

We are hopeful that the above is acceptable, however, if you should have any questions, please contact our office.

RDM:mlm

cc: Mark J. Edsall, P.E. – P.B. Engineer

INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE  
ONE NEWARK CENTER, 20th FLOOR  
NEWARK, NEW JERSEY 07102  
201-624-7200  
FAX # 201-643-7116



MAILING ADDRESS  
P O BOX 56  
NEWARK, NEW JERSEY 07101

Amount: \$ 14,400

Bond No. NEIFSU0276554

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT WE, Henry VanLeeuwen, Frederick Pennings,  
Louis VanLeeuwen

as Principal, and

**INTERNATIONAL FIDELITY INSURANCE COMPANY**, A New Jersey corporation authorized to do  
business in the State of New Jersey with its main bonding office at One Newark Center, 20th Floor,  
Newark, New Jersey as Surety, are held and firmly bound unto the Town of New Windsor

as Obligee, in the full and just sum of Fourteen Thousand and Four Hundred

DOLLARS

(\$ 14,400 ) lawful money of the United States, to the payment of which sum, well and truly to be  
made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally,  
firmly by these presents.

**SIGNED, SEALED AND DATED THIS** 21 day of February ~~19~~ 2000

**WHEREAS**, the Principal has entered into an agreement with the Town of New Windsor

as Obligee, guaranteeing

that the principal will construct, install and complete the improvements Tack coat and top course  
of asphalt pavement, placement of right-of-way monuments.

at certain land known as, " Phase I Pennings 4 Lot Major Subdivision  
all of which improvements  
shall be maintained and completed on or before ~~October 01, 2000~~ 2/1/02

**NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall  
carry out all the terms of said agreement and perform all the work as set forth therein, all within the  
time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full  
force and effect. **FURTHERMORE**, the rights of the obligee hereunder are exclusive to it and the surety  
shall have no obligation hereunder to any person or entity other than the named obligee herein. The  
rights of such obligee are not assignable.

PRINCIPAL:

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

INTERNATIONAL FIDELITY INSURANCE COMPANY

ATTEST

*Victoria G. Hillman*

BY:

*Mary A. Lindgren*





*Surety Bonds Since 1905*

**International Fidelity**  
INSURANCE COMPANY

80 Washington Street  
Building J  
Norwell, MA 02061  
(781) 871-8980  
Fax (781) 871-5430

TO BE ATTACHED TO AND FORM A PART OF:

BOND #: NEIFSU0276554

EFFECTIVE DATE: 2/21/00

PROJECT: Phase I Pennings 4 Lot Major Subdivision

OBLIGEE: Town of New Windsor

PRINCIPAL: Henry VanLeeuwen  
Frederick Pennings  
Louis VanLeeuwen

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE ABOVE CAPTIONED BOND IS AMENDED AS FOLLOWS:

Term of the bond is extended to 2/1/02.

NOTHING HEREIN CONTAINED SHALL VARY, ALTER OR EXTEND ANY PROVISION OR CONDITION OF THIS BOND EXCEPT AS HEREIN EXPRESSLY STATED.

THIS RIDER IS EFFECTIVE: 10/1/00  
(MONTH, DAY, YEAR)

SIGNED AND SEALED: 12/1/00  
(MONTH, DAY, YEAR)

PRINCIPAL BY \_\_\_\_\_

OBLIGEE BY \_\_\_\_\_

INTERNATIONAL FIDELITY INSURANCE COMPANY BY Mary A. Rindge  
SURETY ATTORNEY-IN-FACT

INTER.

COMPANY

HOME OFFICE  
ONE NEWARK CENTER, 20th FLOOR  
NEWARK, NEW JERSEY 07102  
201-624-7200  
FAX # 201-643-7116



MAILING ADDRESS  
P.O. BOX 56  
NEWARK, NEW JERSEY 07101

Amount: \$ 14,056

Bond No. NEIFSU0276553

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS THAT WE, Henry VanLeeuwen, Frederick Pennings,  
Louis VanLeeuwen

as Principal, and

**INTERNATIONAL FIDELITY INSURANCE COMPANY**, A New Jersey corporation authorized to do  
business in the State of New Jersey with its main bonding office at One Newark Center, 20th Floor,  
Newark, New Jersey as Surety, are held and firmly bound unto the Town of New Windsor

as Obligee, in the full and just sum of Fourteen Thousand and Fifty Six

DOLLARS

(\$ 14,056 ) lawful money of the United States, to the payment of which sum, well and truly to be  
made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally,  
firmly by these presents.

**SIGNED, SEALED AND DATED THIS** 21 **day of** February **19** 2000

**WHEREAS**, the Principal has entered into an agreement with the Town of New Windsor

as Obligee, guaranteeing  
that the principal will construct, install and complete the improvements Tack coat and asphalt  
pavement, placement of right-of-way monuments and as-builts for the  
overall subdivision.  
at certain land known as, " Phase II Pennings Subdivision

all of which improvements  
shall be maintained and completed on or before ~~October 01, 2000~~ **21/102**

**NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall  
carry out all the terms of said agreement and perform all the work as set forth therein, all within the  
time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full  
force and effect. **FURTHERMORE**, the rights of the obligee hereunder are exclusive to it and the surety  
shall have no obligation hereunder to any person or entity other than the named obligee herein. The  
rights of such obligee are not assignable.

PRINCIPAL:

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

INTERNATIONAL FIDELITY INSURANCE COMPANY

ATTEST: Victoria A. Hellman

BY: Mary A. Pennington



Surety Bonds Since 1906

**International Fidelity**  
INSURANCE COMPANY80 Washington Street  
Building J  
Norwell, MA 02061  
(781) 871-8980  
Fax (781) 871-5430

TO BE ATTACHED TO AND FORM A PART OF:

BOND #: NEIFSU0276553

EFFECTIVE DATE: 2/21/00

PROJECT: Phase II Pennings Subdivision

OBLIGEE: Town of New Windsor

PRINCIPAL: Henry Van Leeuwen  
Frederick Pennings  
Louis VanLeeuwenIT IS HEREBY UNDERSTOOD AND AGREED THAT THE ABOVE CAPTIONED  
BOND IS AMENDED AS FOLLOWS:

Term of the bond is extended to 2/1/02.

NOTHING HEREIN CONTAINED SHALL VARY, ALTER OR EXTEND ANY PROVISION OR  
CONDITION OF THIS BOND EXCEPT AS HEREIN EXPRESSLY STATED.THIS RIDER IS EFFECTIVE: 10/1/00  
(MONTH, DAY, YEAR)SIGNED AND SEALED: 12/1/00  
(MONTH, DAY, YEAR)

PRINCIPAL

BY

OBLIGEE

BY

INTERNATIONAL FIDELITY INSURANCE COMPANY BY  
SURETY

ATTORNEY-IN-FACT



70 Canal Street, P.O. Box 669  
Ellenville, New York 12428-0669  
(914) 647-4300  
Fax (914) 647-4002

August 15, 1997

Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12553

To the Town Board of the Town of New Windsor:

Re: IRREVOCABLE LETTER OF CREDIT  
No. 150  
Henry VanLeeuwen  
Louis VanLeeuwen  
Edward Pennings  
Ferdinand Pennings  
Amount: \$33,000.00

This letter will verify that the above Irrevocable Letter of Credit No. 150 has been ammended to extend the expiration date of 8/24/97 to 2/24/98.

Please mark your records accordingly.

Very truly yours,

Hugh R. VanInwegen  
Vice President

HRVI:jmc

## AS OF: 09/10/97

PROJECT				BOND					
PROJ-NO	PROJECT-NAME-/OWNER-NAME	LOCATION	TYPE	EXP-DATE	DATE	TYPE	DESCRIPTION	BAL-REM	
96-9	LANDS OF PENNINGS MINOR SU PENNINGS, EDWARD	LAKE ROAD (WEST SIDE)	1	08/24/97	02/24/97	L CR	COMPLETE DUTCHMAN DR	33000.00	
								33000.00	

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 03/06/97

PAGE: 1

LISTING OF PLANNING BOARD FEES  
ESCROW

FOR PROJECT NUMBER: 96-9

NAME: LANDS OF PENNINGS MINOR SUBDIVISION  
APPLICANT: PENNINGS, EDWARD

--DATE--	DESCRIPTION-----	TRANS	--AMT-CHG	-AMT-PAID	--BAL-DUE
03/21/96	REC. CK. #1048	PAID		600.00	
03/27/96	P.B. ATTY. FEE	CHG	35.00		
03/27/96	P.B. MINUTES	CHG	31.50		
04/24/96	P.B. ATTY. FEE	CHG	35.00		
04/24/96	P.B. MINUTES	CHG	27.00		
02/24/97	P.B. ENGINEER FEE	CHG	209.50		
03/06/97	RETURN TO APPLICANT	CHG	262.00		
		TOTAL:	600.00	600.00	0.00

L.R. 3/6/97

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 03/06/97

PAGE: 1

LISTING OF PLANNING BOARD ACTIONS

STAGE:

STATUS [Open, Withd]  
A [Disap, Appr]

FOR PROJECT NUMBER: 96--9

NAME: LANDS OF PENNINGS MINOR SUBDIVISION  
APPLICANT: PENNINGS, EDWARD

--DATE--	MEETING-PURPOSE-----	ACTION-TAKEN-----
02/25/97	PLANS STAMPED	APPROVED
09/25/96	REQUEST FOR EXTENSION OF APPR. . GRANTED FIRST OF TWO 90 DAY EXTENSIONS - TO EXPIRE 1-18-97	GRANTED 90 DAYS
04/24/96	P.B. APPEARANCE . NEED PUBLIC IMPROVEMENT BOND ESTIMATE	ND: APPR COND
03/27/96	P.B. APPEARANCE . HANK VAN LEEUWEN TO CONTACT BOB RODGERS RE: NAMING ROAD . WILL BE TOWN ROAD - NEED PLAN TO STATE "MAJOR SUBDIVISION" . CONFIRM FILING IN GOSHEN - ENTIRE 5TH PARCEL ON MAP	LA: SCHEDULE P.H, .
03/20/96	WORK SESSION APPEARANCE	SUBMIT APPLICATION

PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 03/06/97

PAGE: 1

LISTING OF PLANNING BOARD SEQRA ACTIONS

FOR PROJECT NUMBER: 96-9

NAME: LANDS OF PENNINGS MINOR SUBDIVISION

APPLICANT: PENNINGS, EDWARD

	DATE-SENT	ACTION-----	DATE-RECD	RESPONSE-----
ORIG	03/21/96	EAF SUBMITTED	03/21/96	WITH APPLICATION
ORIG	03/21/96	CIRCULATE TO INVOLVED AGENCIES	/ /	
ORIG	03/21/96	LEAD AGENCY DECLARED	03/27/96	TOOK LEAD AGENCY
ORIG	03/21/96	REQUEST FOR INFORMATION	/ /	
ORIG	03/21/96	DECLARATION (POS/NEG)	04/24/96	DECL NEG DEC



PLANNING BOARD  
TOWN OF NEW WINDSOR

AS OF: 04/24/96

PAGE: 1

LISTING OF PLANNING BOARD AGENCY APPROVALS

FOR PROJECT NUMBER: 96-9

NAME: LANDS OF PENNINGS MINOR SUBDIVISION  
APPLICANT: PENNINGS, EDWARD

	DATE-SENT	AGENCY-----	DATE-RECD	RESPONSE-----
REV1	04/09/96	MUNICIPAL HIGHWAY	04/17/96	APPROVED
REV1	04/09/96	MUNICIPAL WATER	04/18/96	APPROVED
REV1	04/09/96	MUNICIPAL SEWER	/ /	
REV1	04/09/96	MUNICIPAL FIRE	04/18/96	APPROVED
ORIG	03/21/96	MUNICIPAL HIGHWAY	03/26/96	APPROVED
ORIG	03/21/96	MUNICIPAL WATER	03/22/96	NO TOWN WATER
ORIG	03/21/96	MUNICIPAL SEWER	03/26/96	APPROVED
ORIG	03/21/96	MUNICIPAL FIRE	03/27/96	APPROVED
		. NAME FOR NEW STREET WILL BE NEEDED. PLEASE CONTACT BOB		
		. RODGERS TO ARRANGE FOR NAMING AND NUMBERING OF NEW ROAD.		

**ELLENVILLE  
NATIONAL  
BANK**

MEMBER FDIC

"The Quality Bank"

70 Canal Street, P.O. Box 669  
Ellenville, New York 12428-0669  
(914) 647-4300  
Fax (914) 647-4002

February 24, 1997

Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12553

To the Town Board of the Town of New Windsor:

Re: IRREVOCABLE LETTER OF CREDIT  
No. 150  
Henry VanLeeuwen  
Louis VanLeeuwen  
Edward Pennings  
Ferdinand Pennings  
\$33,000.00

We hereby establish an Irrevocable Standby Letter of Credit in your favor for the account of Henry VanLeeuwen, Louis VanLeeuwen, Edward Pennings and Ferdinand Pennings in an amount not to exceed thirty three thousand (\$33,000.00) dollars available by your drafts at sight on us accompanied by:

1. This original Letter of Credit
2. Your written, signed, sworn, and notarized statement that Henry VanLeeuwen, Louis VanLeeuwen, Edward Pennings and Ferdinand Pennings has not completed installation or maintenance of public and private improvements in the Henry VanLeeuwen, Louis VanLeeuwen, Edward Pennings, Ferdinand Pennings Subdivision as approved by the Town of New Windsor Planning Board.

Drafts must be negotiated no later than the expiration date shown below, and must state "DRAWN UNDER ELLENVILLE NATIONAL BANK IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 150."

This Letter of Credit may be drawn against one time only.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), the International Chamber of Commerce Brochure No. 400.

Rec'd.  
TA Office  
2/25/97

cc: Myra  
Mason,  
P.B.

OK  
Till after  
Chris  
Bank

We hereby agree with you that drafts drawn under and in compliance with the terms and conditions of this credit shall be duly honored upon due presentation.

This Letter expires on August 24, 1997.

Very truly yours,

*Hugh R. VanInwegen*  
Hugh R. VanInwegen  
Vice President

HRVI:jmc

*I checked with George + Dick on this date if the roads will be complete. - They said yes - OK*

02/25/97 -

I FAXED a copy of the within Letter of Credit to Bruce C. Dunn, Esq. of Duggan, Crotty & Dunn on this date. Since Phil was on vacation and out of state, Supervisor Meyers suggested that Bruce review the LOC.

Bruce reviewed the LOC and called me to ask if we had the original. ~~I then asked Myra and she said that we had the original.~~

Bruce said that it looked okay to him and that we should accept the Letter of Credit.

PAB

12:15 2/25/97:

*Spoke to Mr. Hugh Van Inwegen of the Ellenville National Bank. He verified that the Original of this LOC was in the mail to our office and had been mailed on 2/24/97. (See George Meyers O.K. to accept this copy until the original is received.)*

*Myra Mason*

# MEMO

**TO:** PENNINGS SUBDIVISION FILE #96-9

**FROM:** ~~RICHARD MC GOEY, P.E., ENGINEER FOR THE TOWN~~  
MYRA MASON

**SUBJECT:** BOND REDUCTION

**DATE:** February 24, 1997

ON THIS DATE, I RECEIVED A CALL FROM GEORGE MEYERS INFORMING ME THAT IT WAS OK TO ACCEPT THE REDUCED PERFORMANCE BOND AMOUNT OF \$33,000.00 FOR THE ABOVE SUBDIVISION. HE SAID HE HAD CHECKED WITH THE TOWN BOARD MEMBERS AND THEY SAID THAT IT WAS OK TO ACCEPT THIS AMOUNT AND HAVE THE PLANS STAMPED APPROVED ONCE ALL OTHER FEES WERE PAID.

MM

**HUDSON ENGINEERING ASSOCIATES, P.C.**  
55 MAIN ST., SUITE 3  
GOSHEN, NEW YORK 10924

ENGINEERS  
SURVEYORS  
PLANNERS

PHONE (914) 294-0606  
FAX (914) 294 0610

**LETTER OF TRANSMITTAL**

TO: TOWN OF NEW WINDSOR  
MR. JAMES PETRO, CHAIRMAN  
555 UNION AVE  
NEW WINDSOR, N.Y. 12553

DATE: 5-03-96	JOB NO.: 96016.01
ATTENTION: MR. JAMES PETRO	
RE: PENNING'S 5 LOT SUB.	

WE ARE SENDING YOU ATTACHED:

- ☒ PRINTS    ☐ COPY OF LETTER    ☐ CHANGE ORDER    ☐ SAMPLES  
☐ PLANS    ☐ SHOP DRAWINGS    ☐ SPECIFICATIONS    ☐ \_\_\_\_\_

COPIES	DATE	DESCRIPTION
10	5-03	SETS OF PRINTS
1	"	SET OF ORIGINAL (TO BE FILED)

THESE ARE TRANSMITTED AS CHECKED BELOW:

- |   |   |
|---|---|
| <input type="checkbox"/> FOR APPROVAL         | <input type="checkbox"/> APPROVED AS SUBMITTED          |
| <input type="checkbox"/> FOR YOUR USE         | <input type="checkbox"/> APPROVED AS NOTED              |
| <input type="checkbox"/> AS REQUESTED         | <input type="checkbox"/> RETURNED FOR CORRECTIONS       |
| <input type="checkbox"/> FOR REVIEW & COMMENT | <input checked="" type="checkbox"/> <u>To be Signed</u> |
| <input type="checkbox"/> FOR BIDS DUE _____   |   |

REMARKS: FINAL APPROVAL WAS GRANTED CONTINGENT  
TO POSTING THE CONSTRUCTION PERFORMANCE BOND.  
AT SUCH TIME THE PERFORMANCE BOND IS  
POSTED WE WISH YOU TO PLEASE SIGN THE  
ABOVE PLANS SO WE MAY PROCEED WITH  
FILING.

COPIES TO: FILE

IF ENCLOSURES ARE NOT AS NOTED, PLEASE NOTIFY US AT ONCE.

SIGNED: [Signature]

February 6, 1997

Town of New Windsor Town Board  
555 Union Avenue  
New Windsor, NY 12553

**SUBJECT: PENNINGS SUBDIVISION (TAX MAP #54-1-3.1)  
DUTCHMAN DRIVE - PERFORMANCE BOND**

Dear Supervisor Meyers:

Mr. Henry VanLeeuwen, owner of subject subdivision, recently submitted an engineering estimate requesting a reduction in the performance bond amount for subject roadway. The engineer's estimate dated 28 January 1997 has been attached for your review. Further, in preparation of a recommendation for a reduction in the performance bond amount, the undersigned of our office performed a field review of subject roadway on 6 February 1997. The following is a summary of our findings and recommendations:

During our field observations of 6 February 1997 we found that approximately 500 l.f. of the roadway has been completed with curbing and base course asphalt. A drainage improvement, including two catch basins and a storm drain have been installed at the entrance to the subdivision. The uncompleted items of work include the base course and top course pavement of the cul-de-sac and the top course pavement of the first 500 l.f. of roadway. In addition, some minor modifications are required to the storm drainage system, including lowering of the outlet pipe to allow proper grade for drainage. In addition, backfilling behind the curb is required on both sides of the road.

On the basis of the above, the following is an estimate of the work required to complete the project:

Base Course Asphalt for cul-de-sac.....	1,055 s.y. @ \$13.00	= \$13,715.00
Top Course Asphalt for roadway and cul-de-sac.....	2,722 s.y. @ \$ 6.00	= \$16,332.00
10% Contingencies for miscellaneous drainage work and backfilling .....		= \$ <u>3,000.00</u>
	<b>TOTAL:</b>	<b>\$<u>33,047.00</u></b>

**TOTAL RECOMMENDED BOND AMOUNT:     \$33,000.00**

Town of New Windsor Town Board  
Page 2  
February 6, 1997

On the basis of the above, it is the recommendation of both our office and Jim Pullar, Highway Superintendent that the performance bond amount previously set at \$91,000.00 be reduced to \$33,000.00 based on work completed to date.

We are hopeful that the above is acceptable, however, if you should have any questions, please contact our office.

Sincerely yours,

---

RICHARD MC GOEY, P.E.,  
ENGINEER FOR THE TOWN

---

JAMES PULLAR,  
HIGHWAY SUPERINTENDENT

RDM/mlm  
Enclosure

cc: Town Board Members  
Jim Pullar, Highway Superintendent



# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553-6196  
Telephone: (914) 563-4610  
Fax: (914) 563-4693

January 8, 1997

Town of New Windsor Town Board  
555 Union Avenue  
New Windsor, NY 12553

**ATTN: GEORGE MEYERS, SUPERVISOR**

**RE: LANDS OF PENNINGS MAJOR SUBDIVISION - DUTCHMAN DRIVE**

Dear Supervisor Meyers:

We have recently received a request from Mr. Hank VanLeeuwen to establish the cost to construct Dutchman Drive for subject subdivision. It is, apparently, the intent of Mr. VanLeeuwen to post the performance bond and engineering review fee for this project.

On the basis of the above, we have reviewed an estimate prepared by R.A. VanEtten Co. on behalf of Mr. VanLeeuwen. The total cost in the amount of \$42,500.00, in our opinion, is insufficient to complete the project using prevailing wage. We have, therefore, increased the project cost on the basis of a cost of \$140.00/l.f. used on previous projects in the Town. Using a total length of the roadway of 650' the estimated bond amount would equal \$91,000.00.

On the basis of the above, it would be a recommendation of our office that a performance bond in the amount of \$91,000.00 be established. In addition, that the applicant post an engineering review fee at 4% of the performance bond amount or \$3,640.00.

We are hopeful that the above meets with your acceptance, however, if you should have any questions, please contact our office.

Sincerely yours,

*Richard McGoey, P.E.*  
RICHARD MC GOEY, P.E.,  
ENGINEER FOR THE TOWN

RDM/mlm

cc: George J. Meyers, Supervisor  
Jim Pullar, Highway Superintendent  
James Petro, Jr. - P.B. Chairman ✓



# PROPOSAL

Page No.

of

Pages

**R. A. VANETTEN CO.**

Prop. Michael J. Kelly

P.O. Box 488

CORNWALL-ON-HUDSON, NY 12520

(914) 534-2434

P.B. #  
96-9

PROPOSAL SUBMITTED TO <b>Mr. Hank VanLeeuwen</b>		PHONE <b>FAX 562-3845</b>	DATE <b>1/2/97</b>
STREET <b>Beatie Road</b>		JOB NAME	
CITY, STATE and ZIP CODE <b>New Windsor, N.Y.</b>		JOB LOCATION <b>Lakes Road, New Windsor</b>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- |  |             |
|--|-------------|
| 1) Grade area for installation of approx. 500Ln.Ft. of road.<br>Spread stone base per plans. | \$ 5,000.00 |
| 2) Stone base - per plans  | \$ 6,000.00 |
| 3) Fine Grade Road &<br>Additional item-4 base prior to paving.                              | \$ 2,450.00 |
| 4) Blacktop approx. 15,696sq.ft. 3½" Dense Binder  | \$14,000.00 |
| 5) Blacktop approx. 15,696sq.ft. 1½" Type 6F Top.  | \$ 7,100.00 |
| 6) Install curbing   | \$ 8,000.00 |

$650 \text{ LF} \times 1.40/\text{LF} = 910.00$   
 $910.00 + 490.00 = 1400.00$

$42500$   
 $91000$   
 $3690$

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Per Above \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

30 Days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Michael J. Kelly

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

\$ 42,500.00

1/3/97 @

PUBLIC HEARING:

PENNINGS SUBDIVISION - (96-9) LAKE ROAD

Mr. Ted Lewis appeared before the board for this proposal.

MR. LEWIS: Good evening, Mr. Petro, members of the board, my name is Ted Lewis with Hudson Engineering. Mr. Pfau is unable to make it tonight.

MR. PETRO: You can start. What we're going to do, this is a public hearing, the board will review this first and at such time we deem necessary, we'll open it up to the public.

MR. LEWIS: This is a five lot subdivision entitled Lands of Pennings major subdivision located on Lake Road in the Town of New Windsor, better described as tax map Section 54 block 1 lot 3.1. You can see these, this is a location plan, give you a better idea where the property's located. This is a full picture of the whole entire parcel showing the four lots and the parent parcel to remain. I believe Mr. Edsall has received a copy of the comments from Mr. Pfau from last month's meeting. Do you want to go over those?

MR. PETRO: Not necessarily. These lots are all going to be serviced by water and by leach field?

MR. BABCOCK: No, well, Jim--

MR. LEWIS: Well and septic.

MR. PETRO: It's going to be a private road with the cul-de-sac at the end of it to be dedicated later on?

MR. HENRY VAN LEEUWEN: Absolutely.

MR. PETRO: There is a comment from someone?

MR. VAN LEEUWEN: Yes, Mr. Chairman, from me.

MR. PETRO: Mark, the cul-de-sac, do you have any problem with the radius?

MR. EDSALL: No, it's fine and I believe it's proposed as part of the subdivision as a town road.

MR. PETRO: We did review this at the March 27 meeting, just go over what we reviewed at that time, any outstanding concerns, lot number 5, that is the one that is going to remain to be subdivided in the future, the 27 acre lot?

MR. LEWIS: That is correct.

MR. LUCAS: That is not subdivided now, that house will sit on all 27 acres for now?

MR. LEWIS: Yes.

MR. PETRO: Is there any wetlands or anything of that nature on the property, on any of this property that is being affected by this subdivision?

MR. VAN LEEUWEN: No, Jimmy, it's way in the back.

MR. PETRO: It has no affect on these particular lots?

MR. VAN LEEUWEN: No.

MR. PETRO: Mark, do you have any outstanding comments? Looks like everything is pretty well as far as you were concerned?

MR. EDSALL: I did have comments at the previous meeting and the workshop but they have taken care of everything.

MR. PETRO: We had asked them to name the road which we did, it's on there for 911. And needed stated that it is a major subdivision, not a minor. I think that was on Mark's comment, right?

MR. EDSALL: Yes.

MR. LEWIS: Yes.

MR. DUBALDI: Why don't we open it up to the public?

Anything from highway?

MR. PETRO: We have fire approval on March 21, 1996 and fire approval on 4/18/96 and highway on 4/17. At this time, we're going to open it up to the public. On April 8, 1996, 12 addressed envelopes containing the attached notice of public hearing did go out signed before me, Cheryl Tanfield, notary public. So at this time, we'll open it. If anyone is here to speak on behalf of the applicants, please come forward, state your name and address and any of your concerns. Is anyone here to speak on behalf of this application?

MR. STEVE COOPER: Steve Cooper, I own the agricultural pretty much adjoining it, well, more just curious what's going to happen with the 27 acre lot in the future. And also if there are plans to connect this road to the Fox property?

MR. PETRO: Mr. Cooper, where do you own, I'm just curious?

MR. COOPER: Right here.

MR. LEWIS: And this, the remaining lands of 27 acres still being looked into for future subdivision, nothing has been finalized yet, I don't have any knowledge of the connecting to the Fox property.

MR. PETRO: Mr. Cooper, at this time, we're only approving this plan as it stands. If there's any further subdivision, it would have to come back before the board and go through this procedure again so we're only looking at exactly what you will see there and nothing to do with the further subdivision of lot 5. Another public hearing on the whole procedure will have to be held.

MR. COOPER: Thank you.

MR. PETRO: Anyone else here that wanted to speak on behalf of this application? If not, I'll entertain a motion.

MR. STENT: Motion to close the public hearing.

MR. DUBALDI: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor planning board close the public hearing for the Pennings major subdivision on Lake Road. Is there any further discussion from the board members? If not, roll call.

ROLL CALL

MR. DUBALDI AYE  
MR. STENT AYE  
MR. LUCAS AYE  
MR. PETRO AYE

MR. DUBALDI: Mark, anything about SEQRA that would prohibit us from doing negative dec?

MR. EDSALL: No, I think it's fairly straightforward. They have addressed the sanitary and water issues, all other aspects comply with the Town Code, so I would think you're in a good position to consider a negative dec.

MR. DUBALDI: So moved.

MR. STENT: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board declare negative dec in the SEQRA process for the Pennings major subdivision on Lake Road. Is there any further discussion from any of the board members? If not, roll call.

ROLL CALL

MR. DUBALDI AYE  
MR. STENT AYE  
MR. LUCAS AYE  
MR. PETRO AYE

MR. PETRO: Should be noted that the applicant should be directed to submit public improvement bond estimate to the town engineer for review, which is normal

procedure. As I stated for the minutes, we have highway, fire approval, the 911 procedure has been completed.

MR. EDSALL: Excuse me.

MR. PETRO: 911.

MR. EDSALL: Yes, matter of fact, they did a very nice job of doing exactly what we desire, which is to show the numbering system left and right of the roadway as you can see this is how it's supposed to look.

MR. PETRO: This lot looks like it's only hilly way up in the back, lot 5, does it go up or down there, it goes up, everything else is pretty flat the whole subdivision, it's only 20 foot difference, the road has very little slope at all, is that correct?

MR. EDSALL: Yeah, it's actually the location they've selected for the road is quite ideal and it comes in at the initial part, it goes, does go up to 9 percent but once they reach roughly 300 foot in on the property, it plateaus out and they are matching cut and fills and holding minus one percent slope.

MR. PETRO: As I stated earlier, we did we review this at the March 27 meeting, looks like all the technical questions have been answered by the applicant.

MR. DUBALDI: I'd like to make a motion we grant final approval to Pennings major subdivision subject to the applicant submitting a public improvement bond estimate.

MR. LUCAS: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board grant final approval to Pennings subdivision on Lakes Road subject to the public improvement bond being put in place. Any further discussion from the board members? If not, roll call.

ROLL CALL

April 24, 1996

7

MR. DUBALDI	AYE
MR. STENT	AYE
MR. LUCAS	AYE
MR. PETRO	AYE

# Public Hearing "

## RESULTS OF P.B. MEETING

DATE: April 24, 1996

PROJECT NAME: Pennings Subdivision PROJECT NUMBER 96-9

\* \* \* \* \*

LEAD AGENCY:

\* NEGATIVE DEC:

M)    S)    VOTE: A    N   

\* M) 0 S) 5 VOTE: A 5 N 0

CARRIED: YES    NO   

\* CARRIED: YES: ✓ NO   

\* \* \* \* \*

PUBLIC HEARING: M)    S)    VOTE: A    N   

WAIVED: YES    NO   

SEND TO OR. CO. PLANNING: M)    S)    VOTE: A    N    YES    NO   

SEND TO DEPT. OF TRANSPORT: M)    S)    VOTE: A    N    YES    NO   

DISAPP: REFER TO Z.B.A.: M)    S)    VOTE: A    N    YES    NO   

RETURN TO WORK SHOP: YES    NO   

APPROVAL:

M)    S)    VOTE: A    N    APPROVED:   

M) 0 S) 5 VOTE: A 5 N 0 APPR. CONDITIONALLY: 4-24-96

NEED NEW PLANS: YES    NO   

DISCUSSION/APPROVAL CONDITIONS:   

Steve Cooper - Questioned 27 acre lot in future  
And will this eventually be connected  
to the fox property.

Closed P.H.  
Need Public Imp Bond Estimate



**HUDSON ENGINEERING ASSOCIATES, P.C.**

CONSULTING ENGINEERS

55 MAIN STREET  
GOSHEN, NEW YORK 10924  
(914) 294-0606  
FAX (914) 294-0610

JEROME L. FINE, P.E.  
PRINCIPAL

VINCENT A. PIETRZAK, P.L.S.  
JOSEPH J. PFAU, P.E.

April 9, 1996

Mr. James Petro, Chairman  
Town of New Windsor Planning Board  
555 Union Avenue  
New Windsor, New York 12553

Re: Pennings 4 Lot Subdivision  
HEA No. 96016.01

Dear Mr. Petro:

In reference to the above project, enclosed please find 10 sets of Revised Subdivision Plans for the April 24th Public Hearing.

Specifically, revisions have been made to the Plans, as per the Planning Board review comments of March 27, 1996, prepared by Mark Edsall, P.E.

The following are our responses in order of comments:

1. No revision to the plans required.
2. Plans are now shown as a "major" subdivision.
3. An overall metes and bounds plot is now shown on the Plan. The metes and bounds is also provided on the most southerly property line.
4. The road cross-section has been revised based on a technical work session on April 3, 1996, with Mr. Edsall. The cross-section shows paved shoulders and gutters.
5. No revision to the plans is required.
6. Note No. 8 has been added to Sheet No. 1 stating source of topography.

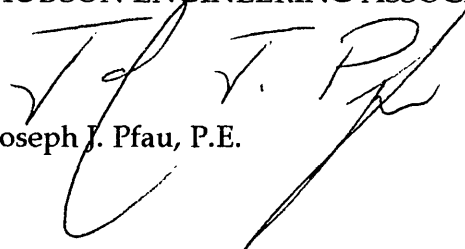
Pennings Subdivision  
April 9, 1996  
Page 2

7. No revisions to plans required.
8. No revisions to plans required.
9. As per the April 3, 1996 work session, the 911 standard numbering designation has been added to the plan.
10. No revision to plan required.

Should you have any questions or require anything further, please do not hesitate to contact office.

Very truly yours,

HUDSON ENGINEERING ASSOCIATES, P.C.



Joseph J. Pfau, P.E.

JJP/bb

enclosures:

cc: E. Pennings w/enc.

cc: H. VanLeeuwen w/enc.

cc: M. Edsall, P.E. w/enc.

cc: R. Rogers, Fire Inspector w/enc.

penning3.doc

CORRESPONDENCE

PENNINGS SUBDIVISION (96-9) LAKE ROAD - EXTENSION OF  
CONDITIONAL APPROVAL

MR. PETRO: Chairman Petro, we'd like to request six month extension for the 4 lot Pennings subdivision on Lake Road. Thank you for your attention to this matter, friend of the board, Mr. Hank Van Leeuwen. It's for a preliminary that we gave there?

MS. MASON: No, it's final.

MR. PETRO: This is second six months, first extension?

MR. EDSALL: This is final or preliminary?

MS. MASON: No, it's final.

MR. EDSALL: Conditional final.

MR. PETRO: So we're going to go on for six months. Does anybody--

MR. LANDER: So moved.

MR. DUBALDI: Second it.

MR. EDSALL: The original was 180 days, their approval, if it's a subdivision, so I think it's a 90 day extension.

MR. DUBALDI: I withdraw my second.

MR. PETRO: We're going to do a 90 on the final and six months on preliminary.

MR. EDSALL: State law still reads 180 days. You have to meet your conditions then you're allowed two 90 day extensions.

MR. PETRO: Motion has been rescinded for this is for 90 day extension now.

MR. LANDER: So moved.

MR. STENT: Second it.

MR. PETRO: Motion has been seconded that the New Windsor Planning Board grant 90 day extension to Pennings subdivision on Lake Road. Any further discussion from the board members? If not, roll call.

ROLL CALL

MR. DUBALDI	AYE
MR. STENT	AYE
MR. LANDER	AYE
MR. LUCAS	AYE
MR. PETRO	AYE



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TELEPHONE #914-563-4615  
FAX NUMBER 914-563-4693

TO: Hank Van Leeuwen

ATTN; \_\_\_\_\_

FAX NUMBER: 562-3845

NUMBER OF PAGES (INCLUDING COVER SHEET) 1

FROM: Myra

DATE SENT: 9/10/96 TIME SENT: \_\_\_\_\_

MESSAGE: Hank - Your Subdivision was approved conditionally on 7/24/96. It expires in October, 1996.

You should send a letter requesting a 6 month extension for the first meeting in October (10-9-96)

Any ~~good~~ questions please call.

Myra

TELEPHONE OR FAX ACKNOWLEDGEMENT OF THIS TRANSMISSION IS REQUESTED:

YES \_\_\_\_\_ NO ☒



McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
JAMES M. FARR, P.E.

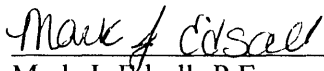
- ☐ **Main Office**  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640
- ☐ **Branch Office**  
507 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765

**TOWN OF NEW WINDSOR  
PLANNING BOARD  
REVIEW COMMENTS**

**REVIEW NAME:** PENNINGS MAJOR SUBDIVISION  
**PROJECT LOCATION:** LAKE ROAD  
SECTION 54-BLOCK 1-LOT 3.1  
**PROJECT NUMBER:** 96-9  
**DATE:** 24 APRIL 1996  
**DESCRIPTION:** THE APPLICATION INVOLVES THE SUBDIVISION OF A 32.0 +/- ACRE PARCEL INTO FIVE (5) SINGLE-FAMILY RESIDENTIAL LOTS. THE PLAN WAS PREVIOUSLY REVIEWED AT THE 27 MARCH 1996 PLANNING BOARD MEETING. THE APPLICATION IS BEFORE THE BOARD FOR A PUBLIC HEARING AT THIS MEETING.

1. As previously indicated, each lot of the subdivision appears to comply with the applicable bulk requirements for the R-1 Zoning District.
2. The Applicant has responded to all previous Technical Review Comments. At this time I am aware of no outstanding technical issues with regard to this proposed subdivision.
3. The Planning Board may wish to make a **determination** regarding the type action this project should be classified under SEQRA and make a determination regarding environmental significance.
4. The Applicant should be directed to submit a **Public Improvement Bond Estimate** to the Town Engineer for review.
5. At such time that the Planning Board has made further review of this application, **further engineering reviews** and comments will be made, as deemed necessary by the Board.

Respectfully submitted,



Mark J. Edsall, P.E.  
Planning Board Engineer  
MJEmk  
A:PENNING2.mk



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TELEPHONE #914-563-4615  
FAX NUMBER 914-563-4693

TO: Hank Van Leeuwen

ATTN: \_\_\_\_\_

FAX NUMBER: 562-3845

NUMBER OF PAGES (INCLUDING COVER SHEET) 2

FROM: Myra

DATE SENT: 9/26/96 TIME SENT: \_\_\_\_\_

MESSAGE: Hank,

Your original conditional approval expires: 10-20-96

You were granted your first of two 90 day extensions - this first Extension Expires: 1-18-97

You have one extension left - If necessary please apply for final 90 day extension by 1-1-97.

Any questions call,

Myra

TELEPHONE OR FAX ACKNOWLEDGEMENT OF THIS TRANSMISSION IS REQUESTED:

YES \_\_\_\_\_ NO ✓

Sep t. 10, 1996

James Petro  
Chairman  
Planning Board

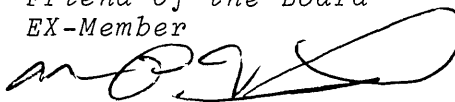
orig. rec'd by office  
10-20-96

Jim;

I would like to request a six month extension for the four  
lot, Penning Subdivision on Lake Road.

Thank-you for your attention in this matter.

Friend of the Board  
EX-Member



Hank

~~90 day~~

90 day extension

to Expire

1-18-97



March 27, 96

30

PENNINGS SUBDIVISION (96-9) LAKE ROAD

Mr. Joseph Pfau appeared before the board for this proposal.

MR. PFAU: This application is in an R-1 zone on Lake Road. Proposal is for 4 lots and the remaining lot ten.

MR. PETRO: Is this wetlands?

MR. PFAU: No.

MR. LANDER: How far on Lake Road is this?

MR. BABCOCK: Look at the site plan map up there.

MR. HENRY VAN LEEUWEN: Do you know where the bend is, it's right around the bend, it's the first open field.

MR. BABCOCK: If you come up the hill on Lake Road as you come over the top of the hill, if you went straight, Lake makes a sharp, if you went straight, that is the property.

MR. VAN LEEUWEN: What we're going to do is put four minor and then as soon as we can take perc, he's going to come in with a major in the back all in one shot so I won't come in for another minor.

MR. PETRO: We have highway approval on 3/ 26/96 and municipal fire is approved, a name for the new street would be needed. Please contact Bob Rogers to arrange for naming and numbering of the new road.

MR. VAN LEEUWEN: I'll talk to Bob tomorrow.

MR. LANDER: Sorry to interrupt.

MR. PFAU: Basically, the road's about right now it's about 630 feet long, cul-de-sac, all the houses are served by individual wells and septics, they meet the bulk requirements. The road I think it's at its steepest point is at 9 percent, follows grade almost, you know, completely so there won't be any major cuts.

MR. LANDER: Private road?

MR. PFAU: No, it isn't.

MR. LANDER: Town road?

MR. PFAU: Yes.

MR. VAN LEEUWEN: As you know, I don't believe in private roads.

MR. PETRO: It should say on the map major subdivision, you realize that instead of minor, this is a major subdivision.

MR. EDSALL: By Town Code definition, it is, it doesn't need realty subdivision approval but it's by New Windsor code major.

MR. PETRO: This is as a major we're still going to have to send it to the Orange County Board of Health.

MR. BABCOCK: Just public hearing.

MR. EDSALL: Mandates a public hearing by the town's local law.

MR. LANDER: What's the sight distance on there?

MR. PFAU: I did not put it on. Going to the south is unlimited and I have about 350 to the east, I'm sorry, to the northeast because there's a bend in the road, I'll label that on there.

MR. PETRO: Where did you get the topo from?

MR. PFAU: We surveyed it ourselves and it's all field surveyed.

MR. PETRO: Does that suffice for number 6?

MR. EDSALL: That is fine.

MR. PETRO: Did you do number 7? Start there.

MR. DUBALDI: Make a motion we declare lead agency under SEQRA.

MR. LANDER: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board declare itself lead agency under the SEQRA process for the Pennings major subdivision on Lake Road.

ROLL CALL

MR. DUBALDI	AYE
MR. STENT	AYE
MR. LANDER	AYE
MR. LUCAS	AYE

MR. PETRO: What's all around the property?

MR. PFAU: This is all, yes, there's some single family homes in this area over here. There's single family home here, one here, it's single family open space for the most part.

MR. PETRO: Mark, I want you to explain to me I guess I need clarification why this is definitely not a minor, it's less than 6 lots.

MR. EDSALL: New Windsor, the New Windsor definition in the code says that any subdivision with five lots or more is a major subdivision, requires a public hearing. But what you may be thinking of is the requirement under the New York State Realty Law to send subdivisions with five or more lots of five acres or less to the County Health Department which is a state regulation.

MR. PETRO: We have to have a public hearing because it's required by law because it is the major. On a minor, we don't.

MR. EDSALL: Correct.

MR. PETRO: I wanted to make sure we have that correct.

MR. DUBALDI: I make a motion we schedule a public hearing for the Pennings major subdivision.

MR. STENT: Second it.

MR. PETRO: Motion has been made and seconded that the New Windsor Planning Board declare that we need a public hearing, it's required to have a public hearing for the Pennings major subdivision on Lake Road, just in the form of a motion we'll take that.

ROLL CALL

MR. DUBALDI	AYE
MR. STENT	AYE
MR. LANDER	AYE
MR. LUCAS	AYE

MR. LUCAS: 911.

MR. PETRO: Yes, I read it out of Bobby Rogers' comments.

MR. STENT: What about the, what's the radius on your cul-de-sac there?

MR. PFAU: I believe it's 60 feet.

MR. PETRO: Isn't 120 required on the diameter?

MR. EDSALL: Relative to the road requirements as Joe and I discussed in the workshop, the town is very close to adopting a new road specifications. Supervisor has effectively told me that any plans that we review we should review based on the new road specs so since we're so close to adopting them, Joe and I are going to look at the pending road requirements and conform this.

MR. LANDER: And also on your checklist at the workshop the tire cleaning drive.

MR. EDSALL: We'll have them added as a temporary access detail.

MR. PFAU: During construction.

MR. LANDER: Yeah.

MR. PFAU: I have a detail on the second page.

MR. PETRO: How many feet back did you go with that?

MR. PFAU: A hundred feet.

MR. PETRO: This remaining lands is the entire, I know that you don't have it completely pictured, but it's that entire property line.

MR. PFAU: Yes, it is, it's a total of 32 acres. The whole site is 32 acres and the remaining land right now is 27.

MR. PETRO: Henry, you don't have any plans right now?

MR. VAN LEEUWEN: I'm coming in just as soon as I can take perc I'm coming in with a major right behind this one.

MR. LANDER: We don't want to see this lot 5 go back to taxes, you know, county.

MR. PETRO: You can be some type of guy to just give it up for agricultural purposes, we don't know that.

MR. LANDER: We judge a book by its cover.

MR. EDSALL: Joe, in your experience dealing with the county clerk's office, are they going to accept this for filing with just the piece of the property depicted?

MR. PFAU: Yes.

MR. PETRO: Well, you have the monthly property depicted up on your overlay map up in the corner that was my question.

MR. BABCOCK: As long as they have no problem.

MR. EDSALL: I have seen cases where they want to have the entire parcel plotted and then have a blowup of the subdivision portion.

MR. PETRO: I don't see any real problem.

MR. BABCOCK: We can go through the whole process, when you go to file, if they don't let you file, it's a problem.

MR. PFAU: I'll confirm that.

MR. VAN LEEUWEN: I want to get started on the road. Do you have a problem with that guys?

MR. DUBALDI: Yes.

MR. PETRO: Well, we have to schedule a public hearing so we'll schedule the public hearing. Can you wait two weeks? I'd like to have the public hearing before you get in there with a bulldozer.

MR. VAN LEEUWEN: I can do that.

MR. EDSALL: You need also--

MR. PETRO: You go in there--

MR. VAN LEEUWEN: Road can't change, it's got to be in that position.

MR. LANDER: Well, yeah, being that who you are and the position you did hold, if we let you go ahead and do it, everybody else is going to want to do it before a public hearing.

MR. DUBALDI: I want to hear what your neighbors have to say.

MR. PETRO: I think it's a good idea.

MR. VAN LEEUWEN: Two weeks I can wait.

MR. EDSALL: The road detail has to be nailed down based on the code so you'll know what to build.

MR. VAN LEEUWEN: I want to put the road in before, I don't want to put up a bond and put the road in, just too damn expensive to put a bond and road up at the same time, I'd rather put the road in first.

MR. PETRO: I don't think we have a problem with that. We'll set the public hearing first.

MR. VAN LEEUWEN: I can wait two weeks.

MR. STENT: Have everything on the prints the way the road's going to be constructed.

MR. PETRO: Anything else? When we get a public hearing scheduled, I think the, Mark, the wells and the septic system, the locations look fine?

MR. EDSALL: Yes.

MR. PETRO: You have the perc put on the map here?

MR. PFAU: Yes, on the second page.

MR. PETRO: And the correct separation between the two?

MR. EDSALL: Yes.

MR. PETRO: Stone wall on lot 5, are you going to make that the property line?

MR. PFAU: Yes, that is the intent, we're going to try to keep all the property lines the stone walls as much as possible.

MR. PETRO: And the sight distance once again on the--

MR. PFAU: That I'll add to the plan.

MR. PETRO: We have highway approval, just put it on the, put the sight distance. Gentlemen, anything else? Let's get the public hearing scheduled for the next meeting, as long as you're ready for the public hearing, when you're ready, you'll be put on the agenda. Anything else? I see no problem.

-----X

Pennings Subdivision (54-1-3.1)

AFFIDAVIT OF  
SERVICE  
BY MAIL

On April 8, 1996, I compared the 012 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for Site Plan/Subdivision and I find that the addressees are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

0<sup>th</sup> day of April, 1996

AFFIMAIL.PLB - DISC#1 P.B.



PLANNING BOARD : TOWN OF NEW WINDSOR  
COUNTY OF ORANGE : STATE OF NEW YORK

In the Matter of Application for Site Plan/Subdivision of

*Pennings Subdivision (54-1-3.1)*

Applicant.

OFFICIAL OF  
SERVICE  
BY MAIL

STATE OF NEW YORK)

SS.:

COUNTY OF ORANGE )

MIRA L. MASON, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 67 Bethlehem Road, New Windsor, NY 12552.

On April 8, 1996, I compared the 5 addressed envelopes containing the attached Agricultural District Notice with the certified list provided by the Assessor regarding the above application for Site Plan/Subdivision and I find that the addressees are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

*Mira L. Mason*  
Mira L. Mason, Secretary for  
the Planning Board

Sworn to before me this

9<sup>th</sup> day of April, 1996

*Cheryl L. Canfield*  
CHERYL L. CANFIELD  
Notary Public, State of New York  
Qualified in Orange County  
# 4881654

Commission Expires December 29, 1996  
Notary Public



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

April 1, 1996

HUDSON ENGINEERING ASSOCIATES, P.C.  
55 Main Street  
Goshen, N. Y. 10924

## RE: TAX MAP PARCEL 54-1-3.1 (PENNINGS)

Dear Sir:

According to our records, the attached list of property owners are within the agricultural district which is within five hundred (500) feet of the above-referenced property. Also, included is the list consisting of abutting properties.

The charge for this service is \$35.00, minus your total deposit of \$50.00, leaving a credit balance of \$15.00. This amount will be returned to you as soon as possible.

Sincerely,

LESLIE COOK

Sole Assessor

/pab

Attachments

cc: Myra Mason Planning Board

*5 Agricultural Notices*  
*7 Public Hearing Notices*  

---

*~~7~~ 7 Envelopes mailed*

*5 Ag notices  
mailed w/ Public  
Hearing  
Notices*

<u>54-1-3.1</u>	<u>Subject</u>	<u>Agricultural List</u>

54-1-2 ✓ Johnson, Jerome & Lester A. Clark      No Agric. Exemption  
                                 & Karl F. Kirchner  
                                 614 Little Britain Road  
                                 New Windsor, N.Y. 12553

3.2 ✓ Sladewski, Lillian & Walter No Agric. Exemption  
415 Lake Road  
New Windsor, N.Y. 12553

3.3 ✓ Wirth, Brian A. & Frances A. No Agric. Exemption  
522 Lake Road  
New Windsor, N. Y. 12553

4 ✓ Cooper, Steven & Jacqueline \* Has Agric. Exemption  
Box 56, Lake Road  
New Windsor, N.Y. 12553

53.1 ✓ Clement, Dorothy & Clay S. \*Has Agric. Exemption  
& John M., Jr.  
R. R. 1, Box 45, Station Road  
Rock Tavern, N.Y. 12575

\*

### **54-1-3.1 Site Plan List (Contiguous Properties)**

54-1-2 ✓ Johnson, Jerome & Lester A. Clark  
& Karl F. Kirchner  
614 Little Britain Road  
New Windsor, N.Y. 12553

54-1-3.2 ✓ Sladewski, Lillian & Walter  
415 Lake Road  
New Windsor, N.Y. 12553

54-1-3.3 ✓ Wirth, Brian A. & Frances A.  
522 Lake Road  
New Windsor, N.Y. 12553

- 54-1-4 ✓ Cooper, Steven & Jacqueline  
Box 56, Lake Road  
New Windsor, N.Y. 12553
- 54-1-8 ✓ Sladewski, Walter & Sarah  
R. D. 2, Lake Road  
New Windsor, N.Y. 12553
- 54-1-53.1 ✓ Clement, Dorothy & Clay S.  
& John M., Jr.  
R. R. 1, Box 45, Station Road  
Rock Tavern, N. Y. 12575
- 54-1-63 ✓ Russell, Drew W. & Veronica E.  
21 Deer Brook Drive  
New Windsor, N. Y. 12553

RESULTS OF P.B. MEETING

DATE: March 27, 1996

PROJECT NAME: Pennings Sub. PROJECT NUMBER 96-9

\* \* \* \* \*

LEAD AGENCY:

\* NEGATIVE DEC:

M) Y S) 4 VOTE: A 5 N 0

\* M)    S)    VOTE: A    N   

CARRIED: YES ✓ NO   

\* CARRIED: YES:    NO   

\* \* \* \* \*

PUBLIC HEARING: M) Y S) S

VOTE: A 5 N 0

WAIVED: YES    NO ✓

Schedule P.H.

SEND TO OR. CO. PLANNING: M)    S)    VOTE: A    N    YES    NO   

SEND TO DEPT. OF TRANSPORT: M)    S)    VOTE: A    N    YES    NO   

DISAPP: REFER TO Z.B.A.: M)    S)    VOTE: A    N    YES    NO   

RETURN TO WORK SHOP: YES    NO   

APPROVAL:

M)    S)    VOTE: A    N    APPROVED:   

M)    S)    VOTE: A    N    APPR. CONDITIONALLY:   

NEED NEW PLANS: YES    NO   

DISCUSSION/APPROVAL CONDITIONS:   

Ask Van Leeuwen to contact Bob Rodgers re. Pennings Road  
Will Be Town Road  
Had plan to state Major Sub.  
Confirm filing in Goshen - Entire 5th parcel

SUBDIVISION FEES - TOWN OF NEW WINDSOR

MAJOR SUBDIVISION FEES:

APPLICATION FEE.....\$ 100.00

ESCROW:

RESIDENTIAL:

4 LOTS @ 150.00 (FIRST 4 LOTS).....\$ 600.00  
 \_\_\_\_\_ LOTS @ 75.00 (ANY OVER 4 LOTS).....\$ \_\_\_\_\_

COMMERCIAL:

\_\_\_\_\_ LOTS @ 400.00 (FIRST 4 LOTS).....\$ \_\_\_\_\_  
 \_\_\_\_\_ LOTS @ 200.00 (ANY OVER 4 LOTS).....\$ \_\_\_\_\_

TOTAL ESCROW DUE....\$ 600.00

\*\*\*\*\*

APPROVAL FEES MAJOR SUBDIVISION:

PRE-PRELIMINARY PLAT APPROVAL.....\$ 100.00  
 PRELIMINARY PLAT APPROVAL (150.00 OR 15.00/LOT).....\$ 150.00  
 FINAL PLAT APPROVAL (\$100.00 + \$5.00/LOT).....\$ 120.00  
 FINAL PLAT SECTION FEE.....\$ 100.00  
 BULK LAND TRANSFER...(\$100.00).....\$ \_\_\_\_\_

TOTAL SUBDIVISION APPROVAL FEES.....\$ 370.00

\*\*\*\*\*

RECREATION FEES:

3 LOTS @ \$ 500.00 PER LOT.....\$ 1500.00

\*\*\*\*\*

THE FOLLOWING CHARGES ARE TO BE DEDUCTED FROM ESCROW:

PLANNING BOARD ENGINEER FEES.....\$ \_\_\_\_\_  
 PLANNING BOARD ATTORNEY FEES.....\$ \_\_\_\_\_  
 MINUTES OF MEETINGS.....\$ \_\_\_\_\_  
 OTHER.....\$ \_\_\_\_\_

\*\*\*\*\*

PERFORMANCE BOND AMOUNT.....\$ 91,000.00

4% OF ABOVE AMOUNT.....\$ 3,640.00

ESTIMATE OF PRIVATE IMPROVEMENTS:

2% OF APPROVED COST ESTIMATE .....

Original Bond \$91,000.00  
 Reduction To: 58,000.00

Bond Due \$ 33,000.00

Ret. to Applc.  
262.00

Escrow 600.00 Less: 338.00 =

(4)

P.D. #96-9 EICKOW

1048

**PENNINGS ENTERPRISES**


ROUTE 94, BOX 32  
SALISBURY MILLS, NY 12577  
562-0532

DATE 3/21/96 50-1241/219

PAY  
TO THE  
ORDER OF

Town of New Windsor  
Six Hundred

\$ 600.00

DOLLARS  Security Features  
Included  
Details on back



**Ellenville  
National Bank**  
CHESTER OFFICE  
P.O. BOX 616 CHESTER, N.Y. 10918

FOR

⑈001048⑈ ⑈021912410⑈ 06 106⑈614⑈

**HUDSON ENGINEERING ASSOCIATES, P.C.**

CONSULTING ENGINEERS

JEROME L. FINE, P.E.  
PRINCIPAL

55 MAIN STREET  
GOSHEN, NEW YORK 10924  
(914) 294-0606  
FAX (914) 294-0610

VINCENT A. PIETRZAK, P.L.S.  
JOSEPH J. PFAU, P.E.

March 20, 1996

Mr. James Petro, Planning Board Chairman  
Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12553

Re: Lands of Pennings  
Minor Subdivision  
HEA No. 96016.01

Dear Mr. Petro:

In reference to the above project, enclosed please find the following:

- The Town of New Windsor Application Package
- Two checks: \$75.00 and \$600.00
- 10 Sets of Subdivision Plans

At the March 20, 1996 workshop meeting, a number of minor items were discussed. As a result, the following revisions have been made to the Plan:

1. The proposed road width is indicated as 30' and the turn-around paved.
2. Street frontage and livable area have been added to the bulk requirements.
3. The driveway for Lot No. 1 has been relocated to the northwest side of the lot. A note has also been added stating the minimum distance between driveway and road intersection.



Lands of Pennings  
March 20, 1996  
Page 2

96-9  
RECEIVED MAR 21 1996

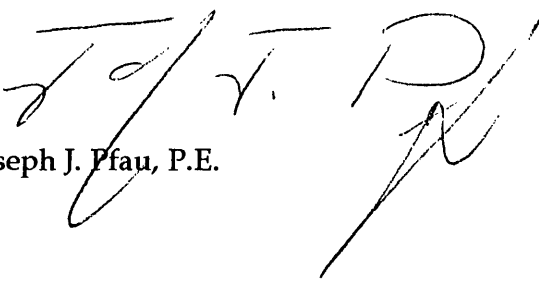
4. A general note has been added stating that there are no existing wells or septic systems other than those shown within 200' of the exterior property line.

Please place this matter on the March 27, 1996 Planning Board Agenda.

Should you have any questions or require anything further, please do not hesitate to contact this office.

Very truly yours,

HUDSON ENGINEERING ASSOCIATES, P.C.



Joseph J. Pfau, P.E.

JJP/bb  
enclosures:  
cc: E. Pennings w/ enc.  
cc: H. Vanleeuwen w/enc.  
pennings.doc

RECEIVED MAR 21 1996

## AGRICULTURAL DISTRICT NOTICE

NOTICE IS HEREBY GIVEN that the PLANNING BOARD of the TOWN OF NEW WINDSOR, County of Orange, State of New York has before it an application for Subdivision/Site Plan Subdivision for the proposed 4- Lot residential subdivision utilizes proposed town (briefly describe project) road.

As this project may be located within 500' of a farm operation located within an Agricultural District, the TOWN OF NEW WINDSOR is required to notify property owners of property containing a farm operation within this Agricultural District and within 500' of the proposed project.

Owner/Applicant Edward Pennings  
Name

Address: N.Y.S. Route 94  
Salsbury Mills, New York 10916

Project Location: 54-1-3.1  
Tax Map # Sec., Block, Lot

Street: Lake Road

A map of this project is on file and may be inspected at the Planning Board Office, Town Hall, 555 Union Avenue, New Windsor, N.Y.

Date: \_\_\_\_\_

TOWN OF NEW WINDSOR PLANNING BOARD

James R. Petro, Jr.,  
Chairman



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

## NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 96-9

DATE PLAN RECEIVED: RECEIVED APR - 9 1996 Rev 1

The maps and plans for the Site Approval \_\_\_\_\_

Subdivision \_\_\_\_\_ as submitted by

\_\_\_\_\_ for the building or subdivision of

Edward Pennings \_\_\_\_\_ has been

reviewed by me and is approved ✓ \_\_\_\_\_,

~~disapproved~~ \_\_\_\_\_.

~~If disapproved, please list reason~~ \_\_\_\_\_

There is no town water in this

area -

\_\_\_\_\_

\_\_\_\_\_

HIGHWAY SUPERINTENDENT DATE

Steve DiStasio 4-18-96  
WATER SUPERINTENDENT DATE

SANITARY SUPERINTENDENT DATE



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

## NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER, HIGHWAY **RECEIVED APR 17 1996**

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 96 - 9

DATE PLAN RECEIVED: RECEIVED APR - 9 1996 Rev 1

The maps and plans for the Site Approval ✓  
Subdivision \_\_\_\_\_ as submitted by  
\_\_\_\_\_ for the building or subdivision of  
\_\_\_\_\_ has been  
reviewed by me and is approved ✓,  
disapproved \_\_\_\_\_.

If disapproved, please list reason \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*W. James Smith* 4/17/96  
HIGHWAY SUPERINTENDENT DATE

\_\_\_\_\_  
WATER SUPERINTENDENT DATE

\_\_\_\_\_  
SANITARY SUPERINTENDENT DATE

INTER-OFFICE CORRESPONDENCE

**TO:** New Windsor Planning Board

**FROM:** Town Fire Inspector

**DATE:** 18 April 1996

**SUBJECT:** Penning's Subdivision

Planning Board Reference Number: PB-96-9

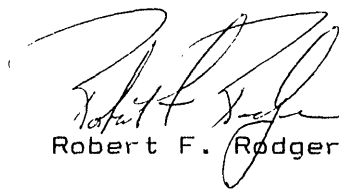
Dated: 9 April 1996

Fire Prevention Reference Number: FPS-96-025

A review of the above referenced subject subdivision plan was conducted on 18 April 1996.

This subdivision plan is acceptable.

Plans Dated: 4 April 1996 Revision 3.

A handwritten signature in black ink, appearing to read 'Robert F. Rodgers', is written over a printed name.

Robert F. Rodgers; C.C.A.

RFR/dh

INTER-OFFICE CORRESPONDENCE

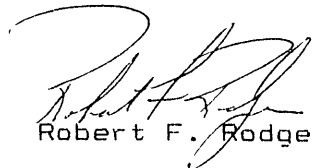
**TO:** Town Planning Board  
**FROM:** Town Fire Inspector  
**DATE:** 28 March 1996  
**SUBJECT:** Pennings Subdivision

Planning Board Reference Number: PB-96-9  
Dated: 21 March 1996  
Fire Prevention Reference Number: FPS-96-020

A review of the above referenced subject subdivision plan was conducted on 25 March 1996.

This subdivision plan is acceptable, however, I will need the name of the new street. The new street name may not be similar to any other name in the town. Please have the developer call my office to confirm a street name.

Plans Dated: 20 March 1996 Revision 2

  
Robert F. Rodgers; C.C.A.

RFR/dh



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

## NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 96 - 9

DATE PLAN RECEIVED: RECEIVED MAR 21 1996

The maps and plans for the Site Approval \_\_\_\_\_  
Subdivision \_\_\_\_\_ as submitted by  
\_\_\_\_\_ for the building or subdivision of  
\_\_\_\_\_ *PENNINGS* has been  
reviewed by me and is approved \_\_\_\_\_,  
disapproved \_\_\_\_\_.

If disapproved, please list reason \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
HIGHWAY SUPERINTENDENT DATE

\_\_\_\_\_  
WATER SUPERINTENDENT DATE

*[Signature]* 3.76.96  
\_\_\_\_\_  
SANITARY SUPERINTENDENT DATE

Inter-Office Correspondence

To: Town Planning Board  
From: Town Line Inspector  
Date:  
Subject: Planning Subdivision

Planning Board Reference Number: PB-96-9

Dated: 21 March 1996

Town Division Reference Number: TDS-96-\_\_\_\_\_

A review of the above referenced subject subdivision plan was conducted on 25 March 1996.

This subdivision plan is acceptable, however, I will need the name of the new street. The new street name may not be similar to any other name in the town. Please have the developer call my office to confirm a street name.

Plan Dated: 20 March 1996 Revision 2

Robert L. Rogers, C.E.D.





1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

## NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 96 - 9

DATE PLAN RECEIVED: RECEIVED MAR 21 1996

The maps and plans for the Site Approval \_\_\_\_\_

Subdivision \_\_\_\_\_ as submitted by

\_\_\_\_\_ for the building or subdivision of

Lands of Pennings Minor Subdivision. \_\_\_\_\_ has been  
reviewed by me and is approved ☒

~~disapproved~~ \_\_\_\_\_.

~~If disapproved, please list reason~~ \_\_\_\_\_

There is no town water in this area

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HIGHWAY SUPERINTENDENT DATE

Steve D. D.O. - CAMO - 3-22-96

WATER SUPERINTENDENT DATE

SANITARY SUPERINTENDENT DATE



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

## NEW WINDSOR PLANNING BOARD REVIEW FORM

TO: FIRE INSPECTOR, D.O.T., WATER, SEWER, HIGHWAY

PLEASE RETURN COMPLETED FORM TO:

MYRA MASON, SECRETARY FOR THE PLANNING BOARD

PLANNING BOARD FILE NUMBER: 96-9

DATE PLAN RECEIVED: 3/26/96

The maps and plans for the Site Approval \_\_\_\_\_  
Subdivision ✓ \_\_\_\_\_ as submitted by  
\_\_\_\_\_ for the building or subdivision of  
\_\_\_\_\_ has been  
reviewed by me and is approved ✓ \_\_\_\_\_,  
disapproved \_\_\_\_\_.

If disapproved, please list reason \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

W. James Sullivan 3/26/96  
HIGHWAY SUPERINTENDENT DATE

\_\_\_\_\_  
WATER SUPERINTENDENT DATE

\_\_\_\_\_  
SANITARY SUPERINTENDENT DATE



McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS P.C.

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.

- ☐ Main Office  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640
- ☐ Branch Office  
400 Broad Street  
Milford, Pennsylvania 18337  
(717) 296-2765

PLANNING BOARD WORK SESSION  
RECORD OF APPEARANCE

TOWN/VILLAGE OF New Windsor

P/B # \_\_\_\_\_

WORK SESSION DATE: 20 MAR 96

APPLICANT RESUB.  
REQUIRED: Full A?

REAPPEARANCE AT W/S REQUESTED: No

PROJECT NAME: Penning

PROJECT STATUS: NEW X OLD \_\_\_\_\_

REPRESENTATIVE PRESENT: Joe Plan

MUNIC REPS PRESENT: BLDG INSP. \_\_\_\_\_  
FIRE INSP. Rich  
ENGINEER X  
PLANNER \_\_\_\_\_  
P/B CHMN. \_\_\_\_\_  
OTHER (Specify) Joe Plan

ITEMS TO BE ADDRESSED ON RESUBMITTAL:

- Lake Rd. opposite Liner Slader sk. sub.
- add all Mts/bds around area of sub - deed plot
- Town Road - get new road spec/detail
- drainage (curb no curb?) add " 4/8's
- temporary cul de sac NB - need paved
- add multi 1200 / str. fr. 70
- move 1<sup>st</sup> lot driveway from Lake - add note
- note re 100' wall > 200 not shown
- reg slope of Lake - 0% and length.
- unverified soils test. (they already did)
- for now make 30' w/ pave cul de sac
- we'll advise later of detailed reg'ts



# TOWN OF NEW WINDSOR

96 - 9

RECEIVED MAR 21 1996

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

"XX"

APPLICATION TO:  
TOWN OF NEW WINDSOR PLANNING BOARD

17 TYPE OF APPLICATION (check appropriate item):

Subdivision X Lot Line Chg.        Site Plan        Spec. Permit       

1. Name of Project Lands of Pennings Minor Subdivision
2. Name of Applicant Edward Pennings Phone                       
Address N.Y.S. Route 94, Salsbury Mills, New York 10916  
(Street No. & Name) (Post Office) (State) (zip)
3. Owner of Record Same as applicant Phone                       
Address     
(Street No. & Name) (Post Office) (State) (zip)
4. Person Preparing Plan Hudson Engineering associates, P.C.  
Address 55 Main Street, Goshen, New York 10924  
(Street No. & Name) (Post Office) (State) (zip)
5. Attorney    Phone                       
Address     
(Street No. & Name) (Post Office) (State) (zip)
6. Person to be notified to represent applicant at Planning Board Meeting Joseph J. Pfau, P.E. Phone 294-0606  
(Name)
7. Project Location: On the West side of Lake Road  
(street)  
1500 feet West of South Jackson Avenue  
(direction) (street)
8. Project Data: Acreage of Parcel 32.02 Zone R-1,  
School Dist.
9. Is this property within an Agricultural District containing a farm operation or within 500 feet of a farm operation located in an Agricultural District? Y X N

If you answer "yes" to question 9, please complete the attached Agricultural Data Statement.

10. Tax Map Designation: Section 54 Block 1 Lot 3.1
11. General Description of Project: Creation of 4 residential building lots and 1 remaining parcel. Lots will be served by proposed town road and individual well and septic.
12. Has the Zoning Board of Appeals granted any variances for this property?        yes   X   no.
13. Has a Special Permit previously been granted for this property?        yes   X   no.

ACKNOWLEDGEMENT:

If this acknowledgement is completed by anyone other than the property owner, a separate notarized statement from the owner must be submitted, authorizing this application.

STATE OF NEW YORK)

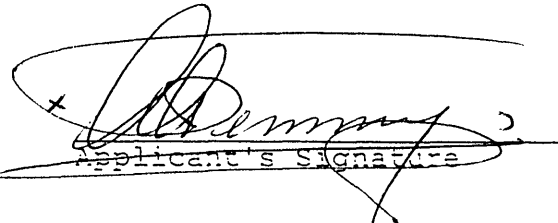
SS.:

COUNTY OF ORANGE)

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application and supporting documents and drawings are true and accurate to the best of his/her knowledge and/or belief. The applicant further acknowledges responsibility to the Town for all fees and costs associated with the review of this application.

Sworn before me this

21 day of March 1996

  
Applicant's Signature

  
Notary Public

JOYCE A. TURNER  
Notary Public, State of New York  
Qualified in Orange County  
No. 4903614  
Commission Expires August 24, 1997

\*\*\*\*\*  
TOWN USE ONLY:

RECEIVED MAR 21 1996  
Date Application Received

96 - 9  
Application Number

IF APPLICABLE "XX"

\*\*This form to be completed only if you answer "yes" to question #9 on the application form.

AGRICULTURAL DATA STATEMENT

1. Name and Address of Applicant:

Edward Pennings

N.Y.S. Route 94, Salsbury Mills, New York 10916

2. Description of proposed project and its locations:

Creation of 4 residential building lots and 1 remaining parcel. Lots  
will be served by proposed town roads and individual well and septic.

3. Name and address of any owner of land within the Agricultural District:

4. Name and address of any owner of land containing farm operations located within 500 feet of the boundary of the subject property.

5. A map is submitted herewith showing the site of the proposed project relative to the location of farm operations identified in this statement.

RECEIVED MAR 2 1 1996

If Applicable "XX"

TOWN OF NEW WINDSOR PLANNING BOARD  
SUBDIVISION/LOT LINE CHANGE CHECKLISTI. The following items shall be submitted with a COMPLETED  
Planning Board Application Form.

1.   X   Environmental Assessment Statement
- \*2.   X   Proxy Statement
3.   X   Application Fees
4.   X   Completed Checklist

II. The following checklist items shall be incorporated on the  
Subdivision Plat prior to consideration of being placed on  
the Planning Board Agenda.

1.   X   Name and address of Applicant.
- \*2.   X   Name and address of Owner.
3.   X   Subdivision name and location.
4.   X   Tax Map Data (Section-Block-Lot).
5.   X   Location Map at a scale of 1" = 2,000 ft.
6.   X   Zoning table showing what is required in the  
particular zone and what applicant is  
proposing.
7.   N/A   Show zoning boundary if any portion of  
proposed subdivision is within or adjacent  
to a different zone.
8.   X   Date of plat preparation and/or date of any  
plat revisions.
9.   X   Scale the plat is drawn to and North Arrow.
10.            Designation (in title) if submitted as  
Sketch Plan, Preliminary Plan or Final Plan.
11.   X   Surveyor's certification.
12.            Surveyor's seal and signature.

\*If applicable.

13.     X     Name of adjoining owners.
14.     N/A     Wetlands and 100 foot buffer zone with an appropriate note regarding D.E.C. requirements.
- \*15.     N/A     Flood land boundaries.
16.   DESIGNED   A note stating that the septic system for each lot is to be designed by a licensed professional before a building permit can be issued.
17.     X     Final metes and bounds.
18.     X     Name and width of adjacent streets; the road boundary is to be a minimum of 25 ft. from the physical center line of the street.
19.     X     Include existing or proposed easements.
20.     X     Right-of-Way widths.
21.     X     Road profile and typical section (minimum traveled surface, excluding shoulders, is to be 16 ft. wide).
22.     X     Lot area (in square feet for each lot less than 2 acres).
23.     X     Number the lots including residual lot.
24.     N/A     Show any existing waterways.
- \*25.            A note stating a road (or any other type) maintenance agreement is to be filed in the Town Clerk's Office and County Clerk's Office.
26.            Applicable note pertaining to owners' review and concurrence with plat together with owners' signature.
27.     X     Show any existing or proposed improvements, i.e., drainage systems, waterlines, sewerlines, etc. (including location, size and depths).
28.     X     Show all existing houses, accessory structures, existing wells and septic systems within 200 ft. of the parcel to be subdivided.

\*If applicable.



29.       X       Show all and proposed on-site "septic" system and well locations; with percolation and deep test locations and information, including date of test and name of professional who performed test.
30.                      Provide "septic" system design notes as required by the Town of New Windsor.
31.       X       Show existing grade by contour (2 ft. interval preferred) and indicate source of contour data.
32.       X       Indicate percentage and direction of grade.
33.       X       Indicate any reference to previous, i.e., file map date, file map number and previous lot number.
34.                      Provide 4" wide x 2" high box in area of title block (preferably lower right corner) for use by Planning Board in affixing Stamp of Approval.
35.       N/A       Indicate location of street or area lighting (if required).

REFERRING TO QUESTION 9 ON THE APPLICATION FORM, "IS THIS PROPERTY WITHIN AN AGRICULTURAL DISTRICT CONTAINING A FARM OPERATION OR WITHIN 500 FEET OF A FARM OPERATION LOCATED IN AN AGRICULTURAL DISTRICT, PLEASE NOTE THE FOLLOWING:

- 36. \_\_\_\_\_ Referral to Grange County Planning Dept. required for all applicants filing AD Statement.
- 37. \_\_\_\_\_ A Disclosure Statement, in the form set below must be inscribed on all subdivision maps prior to the affixing of a stamp of approval, whether or not the Planning Board specifically requires such a statement as a condition of approval.

"Prior to the sale, lease, purchase, or exchange of property on this site which is wholly or partially within or immediately adjacent to or within 500 feet of a farm operation, the purchaser or leasor shall be notified of such farm operation with a copy of the following notification.

It is the policy of this State and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district or within 500 feet of such a district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors."

This list is provided as a guide only and is for the convenience of the Applicant. The Town of New Windsor Planning Board may require additional notes or revisions prior to granting approval.

PREPARER'S ACKNOWLEDGEMENT:

The plat for the proposed subdivision has been prepared in accordance with this checklist and the Town of New Windsor Ordinances, to the best of my knowledge.

By: J. J. T. P.  
Licensed Professional

Date: 3-20-96

RECEIVED MAR 21 1996

"XX"

APPLICANT'S PROXY STATEMENT  
(for professional representation)

for submittal to the  
TOWN OF NEW WINDSOR PLANNING BOARD

Edward Pennings, deposes and says that he  
(Applicant)

resides at N.Y.S. Route 94, Salsbury Mills, New York 10916  
(Applicant's Address)

in the County of Orange

and State of New York

and that he is the applicant for the "Lands of Pennings Minor Subdivision"

(Project Name and Description)

which is the premises described in the foregoing application and

that he has authorized Joseph J. Pfau, P.E., Hudson Engineering Associates, P.C.  
(Professional Representative)

to make the foregoing application as described therein.

Date: March 21, 1996

[Signature]  
(Owner's Signature)

[Signature]  
(Witness' Signature)

JOYCE A. TURNER  
Notary Public, State of New York  
Qualified in Orange County  
Commission Expires August 24, 1997

JOYCE A. TURNER  
Notary Public, State of New York  
Qualified in Orange County  
No. 4903614  
Commission Expires August 24, 1997

THIS FORM CANNOT BE WITNESSED BY THE PERSON OR REPRESENTATIVE OF  
THE COMPANY WHO IS BEING AUTHORIZED TO REPRESENT THE APPLICANT  
AND/OR OWNER AT THE MEETINGS.

PROJECT I.D. NUMBER

617.21

Appendix C

SEQR

State Environmental Quality Review

**SHORT ENVIRONMENTAL ASSESSMENT FORM**

For UNLISTED ACTIONS Only

**PART I—PROJECT INFORMATION** (To be completed by Applicant or Project sponsor)

1. APPLICANT /SPONSOR Edward Pennings	2. PROJECT NAME Lands of Pennings Minor Subdivision
3. PROJECT LOCATION: Municipality <u>Town of New Windsor</u> County <u>Orange</u>	
4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map) West side of Lake Road approximately 1,500 feet west of South Jackson Avenue.	
5. IS PROPOSED ACTION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Expansion <input type="checkbox"/> Modification/alteration	
6. DESCRIBE PROJECT BRIEFLY: Creation of 4 residential building lots and 1 remaining parcel. Lots will be served by proposed town road and individual well and septic.	
7. AMOUNT OF LAND AFFECTED: Initially <u>32.02</u> acres Ultimately <u>32.02</u> acres	
8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe briefly	
9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT? <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Park/Forest/Open space <input type="checkbox"/> Other Describe:	
10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency(s) and permit/approvals	
11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list agency name and permit/approval	
12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE	
Applicant/sponsor name: <u>Joseph J. Pfau, P.E.</u>	Date: <u>3-20-96</u>
Signature: <u><i>Joseph J. Pfau</i></u>	

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

**PART II—ENVIRONMENTAL ASSESSMENT (To be completed by Agency)**

<b>A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12?</b>		<b>If yes, coordinate the review process and use the FULL EAF.</b>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTIONS IN 6 NYCRR, PART 617.6?</b>		<b>If No, a negative declaration may be superseded by another involved agency.</b>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, if legible)</b>		
C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly:		
C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:		
C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:		
C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain briefly:		
C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:		
C6. Long term, short term, cumulative, or other effects not identified in C1-C5? Explain briefly:		
C7. Other impacts (including changes in use of either quantity or type of energy)? Explain briefly:		
<b>D. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?</b>		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, explain briefly

**PART III—DETERMINATION OF SIGNIFICANCE (To be completed by Agency)**

**INSTRUCTIONS:** For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probability of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference supporting materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

- ☐ Check this box if you have identified one or more potentially large or significant adverse impacts which MAY occur. Then proceed directly to the FULL EAF and/or prepare a positive declaration.
- ☐ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action WILL NOT result in any significant adverse environmental impacts AND provide on attachments as necessary, the reasons supporting this determination:

_____ Name of Lead Agency	
_____ Print or Type Name of Responsible Officer in Lead Agency	_____ Title of Responsible Officer
_____ Signature of Responsible Officer in Lead Agency	_____ Signature of Preparer (if different from responsible officer)
_____ Date	



**McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS P.C.**

RICHARD D. McGOEY, P.E.  
WILLIAM J. HAUSER, P.E.  
MARK J. EDSALL, P.E.  
JAMES M. FARR, P.E.

Licensed in NEW YORK, NEW JERSEY  
and PENNSYLVANIA

RECEIVED

JAN 21 2000

PLANNING OFFICE

- Working 2/00*
- ☐ **Main Office**  
45 Quassaick Ave. (Route 9W)  
New Windsor, New York 12553  
(914) 562-8640  
e-mail: mheny@att.net
  - ☐ **Regional Office**  
507 Broad Street  
Milford, Pennsylvania 18337  
(570) 296-2765  
e-mail: mhepa@ptd.net

*cc: SFB members  
H. Kroll  
L. Ruiz*

17 January 2000

Town of New Windsor  
555 Union Avenue  
New Windsor, New York 12553

**ATTENTION:** SUPERVISOR GEORGE J. MEYERS AND TOWN BOARD MEMBERS

**SUBJECT:** PENNINGS SUBDIVISION PHASE I  
RECOMMENDATION FOR PUBLIC IMPROVEMENT BOND REDUCTION  
NEW WINDSOR PLANNING BOARD NO. 96-9

Dear Supervisor Meyers and Town Board Members:

The subject subdivision received conditional approval from the Town Planning Board on 24 April 1996. Subsequently, a Public Improvement Bond amount was recommended by Richard McGoey of our office on 17 September 1996. Since that time, the Applicant/Developer has completed certain public improvements at the subdivision. These public improvements have been reviewed by representatives of our office, as well as the Town Highway Department.

Based on the reviews performed and the status of the construction work, it is our recommendation that the Town Board authorize a reduction in the Public Improvement Bond for this project, to an amount of \$14,400.00.

If you have any questions regarding the above, please do not hesitate to contact the undersigned at your convenience.

Very truly yours,

**McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS, P.C.**

Mark J. Edsall, P.E.  
Town Consulting Engineer  
MJEmk  
MEYERS3.mk

# INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE  
ONE NEWARK CENTER, 20th FLOOR  
NEWARK, NEW JERSEY 07102  
201-624-7200  
FAX # 201-643-7116



MAILING ADDRESS  
P.O. BOX 56  
NEWARK, NEW JERSEY 07101

Amount: \$ 14,400

Bond No. NEIFSU0276554

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, Henry VanLeeuwen, Frederick Pennings,  
Louis VanLeeuwen

as Principal, and

**INTERNATIONAL FIDELITY INSURANCE COMPANY**, A New Jersey corporation authorized to do  
business in the State of New Jersey with its main bonding office at One Newark Center, 20th Floor,  
Newark, New Jersey as Surety, are held and firmly bound unto the Town of New Windsor

as Obligee, in the full and just sum of Fourteen Thousand and Four Hundred

DOLLARS

( \$ 14,400 ) lawful money of the United States, to the payment of which sum, well and truly to be  
made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally,  
firmly by these presents.

SIGNED, SEALED AND DATED THIS 21 day of February ~~19~~ 2000

WHEREAS, the Principal has entered into an agreement with the Town of New Windsor

as Obligee, guaranteeing  
that the principal will construct, install and complete the improvements Tack coat and top course  
of asphalt pavement, placement of right-of-way monuments.

at certain land known as, " Phase I Pennings 4 Lot Major Subdivision  
all of which improvements  
shall be maintained and completed on or before October 01, 2000

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall  
carry out all the terms of said agreement and perform all the work as set forth therein, all within the  
time set forth in said agreement, then this obligation shall be null and void; otherwise to remain in full  
force and effect. FURTHERMORE, the rights of the obligee hereunder are exclusive to it and the surety  
shall have no obligation hereunder to any person or entity other than the named obligee herein. The  
rights of such obligee are not assignable.

PRINCIPAL:

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

INTERNATIONAL FIDELITY INSURANCE COMPANY

ATTEST

*Victoria A. Hillma*

BY:

*Mary A. Lindgren*

Individual  
Acknowledgment

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came

\_\_\_\_\_ to me known,  
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed  
the same.

My commission expires \_\_\_\_\_

Notary Public

Firm  
Acknowledgment

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came

\_\_\_\_\_ to me known and known to me  
to be a member of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the  
act and deed of said firm.

My commission expires \_\_\_\_\_

Notary Public

Corporation  
Acknowledgment

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally came

\_\_\_\_\_ to me known,  
who being by me duly sworn, did depose and say that he is the \_\_\_\_\_  
of \_\_\_\_\_  
the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to  
said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his  
name thereto by like order.

My commission expires \_\_\_\_\_

Notary Public

Surety  
Acknowledgment

State of New York }  
County of Orange } ss.

On this 21 day of February, ~~19~~ 2000, before me personally came

Mary A. Pendergast to me known, who, being by me duly sworn, did depose and say that  
she is an attorney-in-fact of International Fidelity Ins. Co.  
the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation; that the seal  
affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact  
by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

VICTORIA A. HELLMAN  
Notary Public, State of New York  
County of Orange

My commission expires \_\_\_\_\_

Commission Expires NOV 30, 2000  
LIC. #4714293

Victoria A. Hellman

Notary Public



# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE, ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

LYNNE MCGARRY, MARY A. PENDERGAST, VICTORIA A. HELLMAN

NY.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



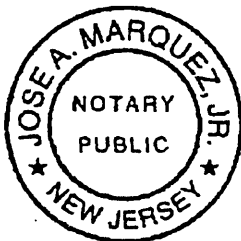
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

STATE OF NEW JERSEY  
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

*[Signature]*  
Secretary

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*[Signature]*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2000

## CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 21 day of February 2000

*[Signature]*  
Assistant Secretary

"XX"

96-9

RECEIVED MAR 21 1996

## ATTACHMENTS

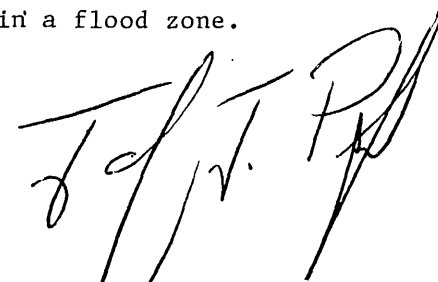
- A. Flood Hazard Area Development Permit Application Form.
- B. Certificate of Compliance

PLEASE NOTE: IF PROPERTY IS NOT IN A FLOOD ZONE, PLEASE INDICATE THAT ON THIS FORM AND SIGN YOUR NAME. RETURN FORM WITH PLANNING BOARD APPLICATION.

IF PROPERTY IS LOCATED IN A FLOOD ZONE, PLEASE COMPLETE THE ATTACHED (LEGAL SIZE) PAPERS AND RETURN WITH PLANNING BOARD APPLICATION.

NOTE:

Developable area of property is not in a flood zone.

A handwritten signature in black ink, appearing to be 'J. L. P.' or similar, written in a cursive style.

## AGREEMENT OF INDEMNITY

THIS AGREEMENT of Indemnity, made and entered into this 21 day of  
February, ~~XX~~ 2000 by Henry VanLeeuwen & Louis VanLeeuwen  
70 Windsor Highway, New Windsor, NY 12553 (Insert full name and address of Contractor)  
(hereinafter called the Contractor) and  
Henry VanLeeuwen & Louis VanLeeuwen, 70 Windsor Highway, New Windsor, NY 12553  
(Insert full names and addresses of Indemnitors, if any)  
Frederic Pennings, Shore Drive, New Windsor, NY 12553 (hereinafter called the Indemnitors, if any) and  
**INTERNATIONAL FIDELITY INSURANCE COMPANY** (hereinafter called Surety),  
(Insert name and address of Surety)

### WITNESSETH:

WHEREAS, the Contractor, in the performance of contracts and the fulfillment of obligations generally, whether in its own name solely or as co-adventurer with others, may desire, or be required to give or procure certain surety bonds, undertakings or instruments of guarantee, and to renew, or continue or substitute the same from time to time; or new bonds, undertakings or instruments of guarantee with the same or different penalties, and/or conditions, may be desired or required, in renewal, continuation, extension or substitution thereof; any one or more of which are hereinafter called Bonds; or the Contractor or Indemnitors may request the Surety to refrain from cancelling said Bonds; and

WHEREAS, at the request of the Contractor and the Indemnitors and upon the express understanding that this Agreement of Indemnity should be given, the Surety has executed or procured to be executed, and may from time to time hereafter execute or procure to be executed, said Bonds on behalf of the Contractor; and

WHEREAS, the Indemnitors have a substantial, material and beneficial interest in the obtaining of the Bonds or in the Surety's refraining from cancelling said Bonds.

NOW, THEREFORE, in consideration of the premises the Contractor and Indemnitors for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with the Surety, its successors and assigns, as follows:

### PREMIUMS

FIRST: The Contractor and Indemnitors will pay to the Surety in such manner as may be agreed upon all premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise agreed upon, until the Contractor or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from the Bonds and all liability by reason thereof.

## INDEMNITY

SECOND: The Contractor and Indemnitors shall exonerate, indemnify, and keep indemnified the Surety from and against any and all liability for losses and/or expenses of whatsoever kind or nature (including, but not limited to, interest, court costs and counsel fees) and from and against any and all such losses and/or expenses which the Surety may sustain and incur: (1) By reason of having executed or procured the execution of the Bonds, (2) By reason of the failure of the Contractor or Indemnitors to perform or comply with the covenants and conditions of this Agreement or (3) In enforcing any of the covenants and conditions of this Agreement. Payment by reason of the aforesaid causes shall be made to the Surety by the Contractor and Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor. Such payment shall be equal to the amount of the reserve set by the Surety. In the event of any payment by the Surety the Contractor and Indemnitors further agree that in any accounting between the Surety and the Contractor, or between the Surety and the Indemnitors, or either or both of them, the Surety shall be entitled to charge for any and all disbursements made by it in good faith in and about the matters herein contemplated by this Agreement under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed; and that the vouchers or other evidence of any such payments made by the Surety shall be prima facie evidence of the fact and amount of the liability to the Surety.

## ASSIGNMENT

THIRD: The Contractor, the Indemnitors hereby consenting, will assign, transfer and set over, and does hereby assign, transfer and set over to the Surety, as collateral, to secure the obligations in any and all of the paragraphs of this Agreement and any other indebtedness and liabilities of the Contractor to the Surety, whether heretofore or hereafter incurred, the assignment in the case of each contract to become effective as of the date of the bond covering such contract, but only in the event of (1) any abandonment, forfeiture or breach of any contracts referred to in the Bonds or of any breach of any said Bonds; or (2) of any breach of the provisions of any of the paragraphs of this Agreement; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the Contractor for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the Contractor whether insolvent or not; or (5) of any proceeding which deprives the Contractor of the use of any of the machinery, equipment, plant, tools or material referred to in section (b) of this paragraph; or (6) of the Contractor's dying, absconding, disappearing, incompetency, being convicted of a felony, or imprisoned if the Contractor be an individual: (a) All the rights of the Contractor in, and growing in any manner out of, all contracts referred to in the Bonds, or in, or growing in any manner out of the Bonds; (b) All the rights, title and interest of the Contractor in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site or sites of any and all of the contractual work referred to in the Bonds or elsewhere, including materials purchased for or chargeable to any and all contracts referred to in the bonds, materials which may be in process of construction, in storage elsewhere, or in transportation to any and all of said sites; (c) All the rights, title and interest of the Contractor in and to all subcontracts let or to be let in connection with any and all contracts referred to in the Bonds, and in and to all surety bonds supporting such subcontracts; (d) All actions, causes of actions, claims and demands whatsoever which the Contractor may have or acquire against any subcontractor, laborer or materialman, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of any and all contracts referred to in the Bonds; and against any surety or sureties of any subcontractor, laborer, or materialman; (e) Any and all percentages retained and any and all sums that may be due or hereafter become due on account of any and all contracts referred to in the Bonds and all other contracts whether bonded or not in which the Contractor has an interest.

## **TRUST FUND**

FOURTH: If any of the Bonds are executed in connection with a contract which by its terms or by law prohibits the assignment of the contract price, or any part thereof, the Contractor and Indemnitors covenant and agree that all payments received for or on account of said contract shall be held as a trust fund in which the Surety has an interest, for the payment of obligations incurred in the performance of the contract and for labor, materials, and services furnished in the prosecution of the work provided in said contract or any authorized extension or modification thereof; and, further, it is expressly understood and declared that all monies due and to become due under any contract or contracts covered by the Bonds are trust funds, whether in the possession of the Contractor or Indemnitors or otherwise, for the benefit of and for payment of all such obligations in connection with any such contract or contracts for which the Surety would be liable under any of said Bonds, which said trust also inures to the benefit of the Surety for any liability or loss it may have or sustain under any said Bonds, and this Agreement and declaration shall also constitute notice of such trust.

## **UNIFORM COMMERCIAL CODE**

FIFTH: That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.

## **TAKEOVER**

SIXTH: In the event of any breach, delay or default asserted by the obligee in any said Bonds, or the Contractor has suspended or ceased work on any contract or contracts covered by any said Bonds, or failed to pay obligations incurred in connection therewith, or in the event of the death, disappearance, Contractor's conviction for a felony, imprisonment, incompetency, insolvency, or bankruptcy of the Contractor, or the appointment of a receiver or trustee for the Contractor, or the property of the Contractor, or in the event of an assignment for the benefit of creditors of the Contractor, or if any action is taken by or against the Contractor under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against the Contractor under said Act, or if any action is taken by or against the Contractor under the insolvency laws of any state, possession, or territory of the United States the Surety shall have the right, at its option and in its sole discretion and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and at the expense of the Contractor and Indemnitors to complete or arrange for the completion of the same, and the Contractor and Indemnitors shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

## **CHANGES**

SEVENTH: The Surety is authorized and empowered, without notice to or knowledge of the Indemnitors to assent to any change whatsoever in the Bonds, and/or any contracts referred to in the Bonds, and/or in the general conditions, plans and/or specifications accompanying said contracts, including, but not limited to, any change in the time for the completion of said contracts and to payments or advances thereunder before the same may be due, and to assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of the Bonds and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent by the Surety does or might substantially increase the liability of said Indemnitors.

### **ADVANCES**

EIGHTH: The Surety is authorized and empowered to guarantee loans, to advance or lend to the Contractor any money, which the Surety may see fit, for the purpose of any contracts referred to in, or guaranteed by the Bonds; and all money expended in the completion of any such contracts by the Surety, or lent or advanced from time to time to the Contractor, or guaranteed by the Surety for the purposes of any such contracts, and all costs, and expenses incurred by the Surety in relation thereto, unless repaid with legal interest by the Contractor to the Surety when due, shall be presumed to be a loss by the Surety for which the Contractor and the Indemnitors shall be responsible, notwithstanding that said money or any part thereof should not be so used by the Contractor.

### **BOOKS AND RECORDS**

NINTH: At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of the Contractor and Indemnitors; and any bank depository, materialman, supply house, or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by the Contractor, the condition of the performance of such contracts and payments of accounts.

### **DECLINE EXECUTION**

TENTH: Unless otherwise specifically agreed in writing, the Surety may decline to execute any Bond and the Contractor and Indemnitors agree to make no claim to the contrary in consideration of the Surety's receiving this Agreement; and if the Surety shall execute a Bid or Proposal Bond, it shall have the right to decline to execute any and all of the bonds that may be required in connection with any award that may be made under the proposal for which the Bid or Proposal Bond is given and such declination shall not diminish or alter the liability that may arise by reason of having executed the Bid or Proposal Bond.

### **NOTICE OF EXECUTION**

ELEVENTH: The Indemnitors hereby waive notice of the execution of said Bonds and of the acceptance of this Agreement, and the Contractor and the Indemnitors hereby waive all notice of any default, or any other act or acts giving rise to any claim under said Bonds, as well as notice of any and all liability of the Surety under said Bonds, and any and all liability on their part hereunder, to the end and effect that, the Contractor and the Indemnitors shall be and continue liable hereunder, notwithstanding any notice of any kind to which they might have been or be entitled, and notwithstanding any defenses they might have been entitled to make.

### **HOMESTEAD**

TWELFTH: The Contractor and the Indemnitors hereby waive, so far as their respective obligations under this Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any State, Territory, or Possession.

### **SETTLEMENTS**

THIRTEENTH: The Surety shall have the right to adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds, unless the Contractor and the Indemnitors shall request the Surety to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those of the Surety.

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### **SURETIES**

FOURTEENTH: In the event the Surety procures the execution of the Bonds by other sureties, or executes the Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties, as their interests may appear.

### **SUITS**

FIFTEENTH: Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.

### **OTHER INDEMNITY**

SIXTEENTH: That the Contractor and the Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have from time to time heretofore or hereafter, with or without notice to or knowledge of the Contractor and the Indemnitors, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said Bonds, from the Contractor or Indemnitors or others, it being expressly understood and agreed by the Contractor and the Indemnitors that any and all other rights which the Surety may have or acquire against the Contractor and the Indemnitors and/or others under any such other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the Surety under this Agreement.

### **INVALIDITY**

SEVENTEENTH: In case any of the parties mentioned in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. It is understood and agreed by the Contractor and Indemnitors that the rights, powers, and remedies given the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Contractor and Indemnitors or others whether by the terms of any other agreement or by operation of law or otherwise.

### **ATTORNEY IN FACT**

EIGHTEENTH: The Contractor and Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Contractor and Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the Contractor and Indemnitors to make, execute, and deliver any and all additional or other assignments, documents or papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Contractor and Indemnitors hereby ratify and confirm all acts and actions taken and done by the Surety as such attorney-in-fact.

# TERMINATION

NINETEENTH: This Agreement may be terminated by the Contractor or Indemnitors upon twenty days' written notice sent by registered mail to the Surety at its home office at.....Newark, New Jersey..... but any such notice of termination shall not operate to modify, bar, or discharge the Contractor or the Indemnitors as to the Bonds that may have been theretofore executed.

TWENTIETH: This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed to form a part hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST OR WITNESS:

.....  
(Full Name & Address of Contractor)

By.....(SEAL)

Henry VanLeeuwen, 70 Windsor Highway, New Windsor.....(SEAL)

.....  
(Full Name & Address of Indemnitor) NY 12553

Louis VanLeeuwen, 70 Windsor Highway, New Windsor.....(SEAL)

.....  
(Full Name & Address of Indemnitor) NY 12553

Frederick Pennings, Shore Drive, New Windsor, NY 12553.....  
(Full Name & Address of Indemnitor)

By.....(SEAL)

INTERNATIONAL FIDELITY INSURANCE COMPANY

.....  
(Surety)

By.....(SEAL)



**For Acknowledgment of Contractor's Signature**

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF..... }  
COUNTY OF..... } ss.:

On this.....day of....., in the year 19....., before me personally come(s)  
.....  
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me  
that.....he.....executed the same.

.....  
(Signature and title of official taking acknowledgment)

(Notary)

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF..... }  
COUNTY OF..... } ss.:

On this.....day of....., in the year 19....., before me personally comes  
.....  
a member of the co-partnership of.....  
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he  
executed the same as and for the act and deed of the said co-partnership.

.....  
(Signature and title of official taking acknowledgment)

(Notary)

**CORPORATE ACKNOWLEDGMENT**

STATE OF..... }  
COUNTY OF..... } ss.:

On this.....day of....., in the year 19....., before me personally comes  
.....  
to me known, who, being by me duly sworn, deposes and says that he resides in the City of.....  
that he is the.....of the.....  
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the  
said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name  
thereto by like order.

.....  
(Signature and title of official taking acknowledgment)

(Notary)

**For Acknowledgment of Indemnitor's Signatures**

# INDIVIDUAL ACKNOWLEDGMENT

STATE OF New York }  
COUNTY OF Orange } ss.:  
On this 25th day of February, in the year 2000, before me personally come(s)  
Henry VanLeeuwen  
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me  
that.....he.....CAROLYN PACENZA  
Notary Public, State of New York  
Qualified in Orange County  
No. 4715889  
Term Expires September 30, 2000

Carolyn Pacenza  
(Signature and title of official taking acknowledgment)  
(Notary)

# INDIVIDUAL ACKNOWLEDGMENT

STATE OF New York }  
COUNTY OF Orange } ss.:  
On this 25th day of February, in the year 2000, before me personally come(s)  
Louis VanLeeuwen  
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me  
that.....he.....executed the same.  
CAROLYN PACENZA  
Notary Public, State of New York  
Qualified in Orange County  
No. 4715889  
Term Expires September 30, 2000

Carolyn Pacenza  
(Signature and title of official taking acknowledgment)  
(Notary)

# PARTNERSHIP ACKNOWLEDGMENT

STATE OF New York }  
COUNTY OF Orange } ss.:  
On this 25th day of February, in the year 2000, before me personally comes  
Frederick Pennings  
a member of the co-partnership of.....  
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he  
executed the same as and for the act and deed of the said co-partnership.

.....  
(Signature and title of official taking acknowledgment)  
(Notary)

# CORPORATE ACKNOWLEDGMENT

STATE OF..... }  
COUNTY OF..... } ss.:  
On this.....day of....., in the year 19....., before me personally comes  
.....  
to me known, who, being by me duly sworn, deposes and says that he resides in the City of.....  
that he is the.....of the.....  
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the  
said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name  
thereto by like order.

.....  
(Signature and title of official taking acknowledgment)  
(Notary)

**For Acknowledgment of Contractor's Signature**

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF..... }  
COUNTY OF..... } ss.:

On this.....day of....., in the year 19....., before me personally come(s)

.....  
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me  
that.....he.....executed the same.

.....  
(Signature and title of official taking acknowledgment)

(Notary)

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF..... }  
COUNTY OF..... } ss.:

On this.....day of....., in the year 19....., before me personally comes

.....  
a member of the co-partnership of.....  
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he  
executed the same as and for the act and deed of the said co-partnership.

.....  
(Signature and title of official taking acknowledgment)

(Notary)

**CORPORATE ACKNOWLEDGMENT**

STATE OF..... }  
COUNTY OF..... } ss.:

On this.....day of....., in the year 19....., before me personally comes

.....  
to me known, who, being by me duly sworn, deposes and says that he resides in the City of.....  
that he is the.....of the.....  
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the  
said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name  
thereto by like order.

.....  
(Signature and title of official taking acknowledgment)

(Notary)

**For Acknowledgment of Indemnitor's Signatures**

# INDIVIDUAL ACKNOWLEDGMENT

STATE OF New York }  
COUNTY OF Orange } ss.:  
On this 25th day of February, in the year 2000, before me personally come(s)  
Fredrick Penning,  
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me  
that.....he.....executed the same. CAROLYN FACENZA  
Notary Public, State of New York  
Qualified in Orange County  
No. 4715889  
Term Expires September 30, 2000

Carolyn Facenza  
(Signature and title of official taking acknowledgment)  
(Notary)

# INDIVIDUAL ACKNOWLEDGMENT

STATE OF..... }  
COUNTY OF..... } ss.:  
On this.....day of....., in the year 19....., before me personally come(s)  
.....  
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me  
that.....he.....executed the same.

.....  
(Signature and title of official taking acknowledgment)  
(Notary)

# PARTNERSHIP ACKNOWLEDGMENT

STATE OF..... }  
COUNTY OF..... } ss.:  
On this.....day of....., in the year 19....., before me personally comes  
.....  
a member of the co-partnership of.....  
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he  
executed the same as and for the act and deed of the said co-partnership.

.....  
(Signature and title of official taking acknowledgment)  
(Notary)

# CORPORATE ACKNOWLEDGMENT

STATE OF..... }  
COUNTY OF..... } ss.:  
On this.....day of....., in the year 19....., before me personally comes  
.....  
to me known, who, being by me duly sworn, deposes and says that he resides in the City of.....  
that he is the.....of the.....  
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the  
said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name  
thereto by like order.

.....  
(Signature and title of official taking acknowledgment)  
(Notary)